PROSPECTUS

SCALE SALE

BUTTE FALLS RESOURCEAREA JACKSON MASTER UNIT

Medford Sale # ORM05- TS-2017-06 August 24, 2017 (TG)

#2 CLEVELAND RIDGE SALVAGE (5900) Jackson County, O&C BID DEPOSIT REQUIRED: \$1,100.00

All timber designated for cutting in Govt. Lot 2, Sec. 10, SW¼ NW ¼, NW¼ SW¼, Govt. Lot 1, SE ¼ SW ¼, SW ¼ SE ¼, Sec.18, T.33S., R.1W., Willamette Meridian.

Approx. Number Merch. Trees	Est. Volume MBF 32' Log	Est. Volume CCF	Species	Est. Volume MBF 16' Log	Appr. Price Per MBF*	Est. Volume Times Appraised Price
268	105	218	Douglas-fir	134	\$58.00	\$7,798.80
71	50	107	Sugar Pine	66	\$23.50	\$1,551.00
63	39	84	Ponderosa Pine	52	\$21.80	\$1,133.60
3	0	0	Incense Cedar	1	\$44.50	\$44.50
405	194	409	Totals	253		\$10,527.90

^{*}Stumpage values have been determined by market value estimates and analytical appraisal methods were used to compute the appraised price. Additional information concerning the appraised price is available at the Medford District Office.

CRUISE INFORMATION 100% cruise of all species utilizing the VOLT system of measurement.

With respect to merchantable DF trees: the average tree is 18.7 inches DBHOB; the average gross merchantable log contains 95 bd. ft.; the total gross volume is approximately 162 M bd. Ft. and 83% recovery is expected.

Bidders will be restricted to bidding on a unit (MBF) rate of the Douglas-fir volume. All other species will be sold at appraised price per unit (MBF). The minimum bid increment will be \$0.10 per MBF.

<u>LOG EXPORT AND SUBSTITUTION RESTRICTIONS</u> All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export from the United States in the form of unprocessed timber and is prohibited from use as a substitute for exported private timber.

The BLM has revised the log export restrictions special provision to reduce the log branding and painting requirements. The new requirements include branding of one end of all logs with a scaling diameter of over 10 inches. All loads of 11 logs or more, regardless of the diameter of the logs, will have a minimum of 10 logs branded on one end. All logs will be branded on loads of 10 logs or less. One end of all branded logs will be marked with yellow paint. At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. The Purchaser shall bear any increased costs for log branding and painting.

CUTTING TIME Contract duration will be thirty-six (36) months for cutting and removal of timber.

ACCESS - Access to the sale area is available via public roads and through the contract area using BLM roads.

<u>ROAD MAINTENANCE</u> – The Purchaser will be required to maintain 0.17 miles of existing BLM roads.

<u>SOIL DAMAGE PREVENTION:</u> Pursuant to Section 26 of Form 5450-3, Timber Sale Contract, the Purchaser shall not operate or cause to have operated on the contract area any tractor-type logging equipment when soil moisture content at six (6) inch depth exceeds twenty five (25) percent by weight as determined by the oven dry method.

<u>EQUIPMENT REQUIREMENTS:</u> A helicopter equipped with a dropline with a minimum length of 150 feet and capable of lifting logs vertically to a height above adjacent trees without horizontal movement.

<u>SLASH DISPOSAL</u> Perform logging residue reduction work on approximately zero (0) acres of harvest area as directed by the Authorized Officer.

<u>CONTRACT TERMINATION</u> A revised Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and /or to modify or terminate the contract when necessary to:

- 1. Comply with the Endangered Species Act, or;
- 2. Comply with a court order, or;
- 3. Protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP. This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

<u>PERFORMANCE BOND</u> A performance bond in the amount of 20% of the total purchase price will be required.

OTHER

- 1.No extension of time beyond the normal 30 days will be granted for completing bonding and contract signing requirements.
- 2. "This contract includes an additional special provision to ensure the Purchaser understands he/she is required to conduct all operations in compliance with Contract Section 12 (Purchaser's Contractual Responsibilities for Liability) and Contract Section 29 (Safety and Health) and the Special Provisions included in Section 42 of this Contract."
- 3. Purchaser shall be responsible for complying with all county, state, and federal laws and regulations that relate to the execution of this contract (See Sec. 29 of contract).
- 4. Directional falling is required
- 5. There are daily and seasonal restrictions in place on this sale.
- 6. Trees removed for salvage may be whole tree yarded or cut into log segments and may be yarded with or without tops attached. If excessive stand damage occurs from whole tree yarding as determined by the authorized officer, bucking and/or limbing will be required. (see section 42 Special Provisions).
- 7. Cleaning of equipment to eliminate noxious weed seeds is required prior to move-in of equipment onto federal lands.
- 8. Dust abatement is required.
- 9. There are landing slash and pile placement requirements in place for this sale (see SD-1 landing piles in the contract)
- 10. Purchaser should be aware there are logging residue reduction costs assessed under SD-4. Refer to the appraisal for total assessed costs of logging residue reduction.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA

From the town of Shady Cove, Proceed north on highway 62 approximately 3 miles to the junction of Highways 62 and 227. Turn left onto Highway 227 and proceed north for approximately 3 miles to West Fork Trail Creek Road. Turn left onto West Fork Trail Creek Road at Highway 227 and West Fork Trail Creek. Road Junction and proceed for approximately 2.5 miles to BLM road 33-1-18.0 and the sale area.

<u>CATEGORICAL EXCLUSION</u> Categorical exclusion DOI-BLM-ORWA M050-2017-0007-CX were prepared for this sale, and a Finding of No Significant Impact has been documented for each environmental assessment. These documents are available for inspection as background for this sale at the Medford District Office.

Seasonal Restriction Matrix

Sheet 1 of 1 Cleveland Ridge Salvage Timber Sale ORM05-TS17-06

*Restricted Times are Shaded *Possible Waived Times are Hatched

Soil ripping		Road rockin	road renova	Waterbar,co			18-2.	Units Hand timber		Sale Area Activity
	Soil ripping, seeding, mulching 1	Road rocking, grading and watering ¹	road renovation, and roadside brushing 1, 3,	Waterbar, construction barricade construction,	Log hauling, rock hauling, 1.2.	Log processing, log loading 1, 3	Helicopter log yarding operations ³	Hand timber falling and bucking ³		
									1	J
									15	Jan
									1 15	Feb
									1 15 1 15 1 15 1 15 1 15	Mar
									1 15	Apr
									1 15	May
									1 15	June
									1 15	July
									1 15	Aug
									1 15	Sept
									1 15	Oct
									1	No
									15 1	V
									15	Dec

¹ Wet season restrictions may be shortened or extended depending on weather conditions.

² Hauling restriction may be shortened or extended (see L-19 in contract)

³ Spotted Owl seasonal restrictions from March 1 through September 30 may be shortened if it is determined that spotted owl nesting and/or fledgling activities are not occurring

THIS IS A SALE PROSPECTUS ONLY. THESE ARE THE SPECIAL PROVISIONS AS THEY WILL BE WRITTEN IN THE CONTRACT. ATTACHMENTS MAY NOT INCLUDE ALL EXHIBITS REFERRED TO IN THE CONTRACT PROVISIONS. THE COMPLETE CONTRACT, INCLUDING ALL EXHIBITS, IS AVAILABLE FOR INSPECTION AT THE MEDFORD INTERAGENCY OFFICE.

- Sec. 41. TIMBER RESERVED FROM CUTTING The following timber on the contract area is hereby reserved from cutting and removal under the terms of this contract and is retained as the property of Government.
- (A) <u>AR-1</u> All timber on the Reserve Area(s) as shown on Exhibit A and all orange painted and posted trees which are on or mark the boundaries of the Reserve Area(s).
- (B) <u>IR-1</u> Approximately forty (40) trees marked with orange paint above and below stump height in units 18-1, 18-2, and 18-3 as shown on exhibit A.
- (C) <u>IR-5</u> All young growth conifers less than eight (8) inches in diameter D.B.H.O.B. not damaged in the normal course of logging in all units as shown on Exhibit A.
- (D) IR-6 All hardwood and Yew trees in all units as shown on Exhibit A.
- (E) <u>IR-8</u> All timber except Douglas-fir, Ponderosa pine, Sugar pine, or Incense-cedar trees with more than 70% crown scorch in salvage units 18-1, 18-2, and 18-3 as shown on Exhibit A.
- (F) <u>IR-13</u> All non-hazardous snags in all units as shown on Exhibit A. Any felled hazard snags must remain where felled or as directed by the authorized officer.
- (G) <u>IR-14</u> All pre-existing dead and down wood in all units as shown on Exhibit A

Section 42

(A) Log Exports

- (1) LE-1 All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export from the United States in the form of unprocessed timber, and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters (8¾) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end-product uses; or (4) western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 Common or better. Thus, timber manufactured into the following will be considered processed: (1) lumber and construction timber, regardless of size, manufactured to standards and specifications suitable for end-product uses; (2) chips, pulp, and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacturing of eight and threequarters (834) inches in thickness or less; (6) shakes and shingles. Substitution will be determined under the definition found in 43 CFR 5400.0-5. The Purchaser is required to maintain and upon request to furnish the following information:
 - (a) Date of last export sale.
 - (b) Volume of timber contained in last export sale.
 - (c) Volume of timber exported in the past twelve (12) months from the date of last export sale.
 - (d) Volume of Federal timber purchased in the past twelve (12) months from the date of last export sale.
 - (e) Volume of timber exported in succeeding twelve (12) months from date of last export sale.
 - (f) Volume of Federal timber purchased in succeeding twelve (12) months from date of last export sale.

In the event the Purchaser elects to sell any or all of the timber sold under this contract in the form of unprocessed timber, the Purchaser shall require each party buying, exchanging, or receiving such timber to execute a Form 5460-16 (Certificate as to Nonsubstitution and the Domestic Processing of Timber). The original of such certification shall be filed with the Authorized Officer.

Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.

In the event an affiliate of the Purchaser has exported private timber within twelve (12) months prior to purchasing or otherwise acquiring Federal timber sold under this contract, the Purchaser shall, upon request, obtain from the affiliate information in a form specified by the Authorized Officer and furnish the information to the Authorized Officer.

Prior to the termination of this contract, the Purchaser shall submit to the Authorized Officer Form 5460-15 (Log Scale and Disposition of Timber Removed Report) which shall be executed by the Purchaser.

The purchaser shall also provide a current, interim Log Scale and Disposition of Timber Removed Report (Form 5460-15) upon request by the Authorized Officer at any time during the contract period for cutting and removal specified in Section 4 of this contract as amended.

In addition, the Purchaser is required under the terms of this contract to retain for a three-year period from the date of termination of the contract the records of all sales or transfer of logs involving timber from the sale for inspection and use of the Bureau of Land Management.

Unless otherwise authorized in writing by the Contracting Officer, the Purchaser shall brand clearly and legibly one end of all logs with a scaling diameter (small end inside bark) of over 10 inches, prior to the removal of timber from the contract area. All loads of 11 logs or more will have a minimum of 10 logs clearly and legibly branded on one end regardless of the diameter of the logs. All logs will be branded on loads of 10 logs or less. One end of all branded logs to be processed domestically will be marked with a 3 square inch spot of highway yellow paint. The purchaser will stop trucks for accountability monitoring at mutually agreed upon locations when notified by the Authorized Officer.

If multiple trailers (mule trains) are used, each bunked load shall be considered an individual load, and these guidelines will apply to each bunked load. If a flatbed stake trailer is used, each bundle will be treated as a separate load.

At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. Any increased costs for log branding and painting shall be the responsibility of the Purchaser.

In the event of the Purchaser's noncompliance with this subsection of the contract, the Authorized Officer may take appropriate action as set forth in Section 10 of this contract. In addition, the Purchaser may be declared ineligible to receive future awards of Government timber for a period of one year.

(B) Logging

- (1) <u>L-1</u> Before beginning operations on the contract area for the first time or after a shutdown of seven (7) days or more, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer in writing if they intend to cease operations for any period of seven (7) or more days.
- (2) <u>L-2</u> Prior to the commencement of operations, the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include measures needed to assure protection of the environment and watershed. (A prework conference between the Purchaser's authorized representative and the Authorized Officer's representative must be held at a location designated by the Authorized Officer before the logging plan will be approved.) All logging shall be done in accordance with the plan.
- (3) <u>L-8</u> In all helicopter units as shown on Exhibit A, all trees designated for cutting shall be felled and yarded to designated landing location as shown on Exhibit A either whole tree, or as log segments. If excessive stand damage occurs from whole tree yarding as determined by the authorized officer, bucking and/or limbing will be required.
- (4) <u>L-10</u> In the contract area shown on Exhibit A, all trees designated for cutting which are within one hundred seventy (170) feet of the unit boundary shall be felled way from the unit boundary. The Purchaser shall notify the Authorized Officer three (3) days before beginning felling operations in the above area(s).
- (5) <u>L-10</u> In the contract area shown on Exhibit A, all trees designated for cutting which are within one hundred seventy (170) feet of a private property line shall be felled away from the private property line. The Purchaser shall notify the Authorized Officer three (3) days before beginning felling operations in the above area(s).
- (6) <u>L-10</u> In the contract area shown on Exhibit A, all trees designated for cutting which are within one hundred seventy (170) feet of the corner monument shall be felled away from the corner monument. The Purchaser shall notify the Authorized Officer three (3) days before beginning felling operations in the above area(s).
- (7) <u>L-10</u> In the contract area shown on Exhibit A, all trees designated for cutting which are within one hundred seventy (170) feet of any plant site, or reserve area boundary as shown on Exhibit A shall be felled away from the painted and posted boundary. The Purchaser shall notify the Authorized Officer three (3) days before beginning felling operations in the above area(s).

(8) <u>L-12</u> Yarding on the areas designated herein and shown on Exhibit A shall be done in accordance with the yarding requirements or limitations for the designated area.

Designated Yarding Requirements or Limitations Area	
Helicopter Units 18-1, 18-2, 18-3 Log landing size shall not exceed one (1) acre and all lar are to be approved by the Authorized Officer prior to construction. Service landing pads and log landing pads can be construwith prior approval of the Contract Administrator and she larger than necessary. Service landings shall not exceed three (3) acres A dropline with a minimum length of one hundred fifty (1) feet is required. Logs to be yarded will be lifted vertically to a height about adjacent leave trees without horizontal movement. All multiple log turns will be vertically lifted from a smale enough radius to result in minimal damage to the residual stand as determined by the Authorized Officer. When operationally feasible, yard all units in such a way the coarse woody material remaining after logging will be maintained at or greater than current levels in order to provide the soil surface (riparian reserve areas only). The purchaser may negotiate, in good faith, with adjacer landowners to build/use helicopter landings on private landowners to build/use helicopter landings on private landings on operating time of 6:00 am to 6:00 pm More described in the private landings on private landings on operating time of 6:00 am to 6:00 pm More described in the private landings on private landings on operating time of 6:00 am to 6:00 pm More described in the private landings on private landings on operating time of 6:00 am to 6:00 pm More described in the private landings on private landings on operating time of 6:00 am to 6:00 pm More described in the private landings on private landi	icted all not sed (150) we the that se otect tt nd.

(9) <u>L-14</u> No yarding or loading is permitted in or through plant sites, or protected sites, shown on Exhibit A.

- (10) <u>L-19</u> Road renovation, water bar construction, barricade construction, soil ripping, and seeding/mulching shall be conducted within the contract area between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive, or when soil moisture exceeds 25% when sampled at a 6 inch depth as determined by Authorized Officer.
- (11)L-19 Restrict all timber hauling, rock hauling, and landing operations on native surface or rocked roads whenever soil moisture conditions or rain events could result in road damage or the transport of sediment to nearby stream channels, generally October 15th to May 15th. Hauling on BLM road #33-1W-18.00 and the connecting spur, and use of the helicopter landing could be extended into the wet season (October 16th to May 14th) if durable rock surfacing of sufficient rock depth is applied to resist rutting or development of sediment on road surfaces and a conditional waiver is granted by the Authorized Officer. The Authorized Officer will coordinate with resource area watershed specialists and engineers to determine that hauling would not result in road damage or the transport of sediment to nearby stream channels based on soil moisture conditions or rain events. The conditional waiver may be suspended or revoked if conditions become unacceptable (where the road surface is deteriorating due to vehicular rutting or standing water, or where turbid runoff is likely to reach stream channels) as determined by the Authorized Officer. (R-93)
- (12) <u>L-20</u> No timber falling, bucking, log yarding, Helicopter operations, log processing, log loading, water bar construction, barricade construction, road renovation, roadside brushing, fuels chainsaw site prep, or prescribed burning shall be conducted in all units as shown on Exhibit A between March 1 and September 30, both days inclusive. This restriction will not apply if it can be shown from spotted owl surveys conducted in accordance with accepted standards that spotted owl nesting and/or fledgling activities are not occurring during the year of harvest.
- (13) <u>L-24</u> Before cutting and removing any trees necessary to facilitate logging in all units as shown on Exhibit A, the Purchaser shall identify the location of skid roads, cable yarding roads, and tailhold, tieback, guyline, lift, intermediate support, and danger trees on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the Logging Plan. Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding the following conditions must be met:
 - (a) All skid roads, cable yarding roads, and tailhold, tieback, guyline, lift, intermediate support, and danger trees upon which timber is identified by the Purchaser to be cut and removed in accordance with this special provision must be necessary for the safe and expeditious removal of timber sold under this contact and shall be limited to the minimum width

necessary for yarding of logs with a minimum of damage to reserve trees; however, unless otherwise approved in writing by the Authorized Officer, the width of each skid road shall be limited to 12 feet, and cable yarding roads shall be limited to 15 feet.

- (b) The Purchaser may immediately cut and remove additional timber to clear skid roads, cable yarding roads, and tailhold, tieback, guyline, lift, intermediate support, and danger trees when the trees have been marked with pink paint above and below stump height by the Authorized Officer and thereby approved for cutting and removal by the Authorized Officer. The volume of the timber to be sold will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under terms of this provision unless sufficient installment payments have been made in accordance with Sec. 3.(b) of the contract or sufficient bonding has been provided in accordance with Sec. 3.(d). of the contract.
- (c) The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer and that such timber shall be sold at the unit prices shown in Exhibit B of this contract unless: the value of the timber must be reappraised subject to the terms for contract extension set forth in Sec. 9 of the contract; or, the Authorized Officer determines that all trees otherwise reserved in section 41 of the contract or any tree that exceeds 28 inches diameter at breast height shall be appraised and sold by bilateral modification of the contract at current fair market value in accordance with Sec. 8 of the contract.
- (d) This authorization for the Purchaser to cut and remove additional timber prior to the execution of a modification may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser has cut and removed any tree not previously marked and approved for cutting by the Authorized Officer, which under Section 10 of the contract constitutes a violation of the contract and under Section 13 of the contract may constitute a trespass rendering the Purchaser liable for damages under applicable law.
- (e) If authorization is withdrawn, the Contracting Officer shall issue a written notice to the Purchaser that the sale of additional timber under this special provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least one (1) working day prior to the need for cutting and removing any additional timber, and execute a bilateral modification prior to cutting for such additional approved timber at the unit prices shown in Exhibit B of the contract or in accordance with Sec. 8 or Sec. 9 of the contract as determined by the Authorized Officer in

accordance with this provision. The Contracting Officer may issue a written order to the Purchaser to suspend, delay, or interrupt any or all contract work for the period of time deemed necessary and appropriate for the Government to safely measure and mark additional timber.

- (f) The Government may reserve trees previously designated for cutting and removal by applying orange paint or blacking out blue paint as replacements for additional trees cut and removed for skid roads and/or cable yarding roads when the Authorized Officer determines such reservation is necessary to maintain stand densities consistent with objectives set forth in the management prescription(s). The volume of this timber to be reserved will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and the value shall be based on the unit prices shown in Exhibit B of the contract. The Purchaser agrees that the Total Purchase Price shall be reduced accordingly through a unilateral modification to the contract executed by the Contracting Officer.
- (14) <u>L-29</u> In accordance with the requirements of Sec. 8 of the contract it has been determined that it is in the best interest of the Government and within the provisions of 43 CFR 5402.0-6 to sell additional timber located in or adjacent to all units as shown on Exhibit A, which is obstructing needed cable yarding roads, ground based yarding skid roads, hazardous to workers, needed for guyline, tailhold, and/or tieback trees, or severely damaged from the normal conduct of felling or yarding operations to meet all applicable State safety laws, codes or regulations. This timber must be cut or removed so that the Purchaser can continue active falling and yarding operations. The Purchaser is, therefore, authorized to cut and remove such additional timber in accordance with the provisions of Section 8 of the contract: provided, however, that:
 - (a) Trees reserved for the tree improvement program and trees reserved for the wildlife habitat objectives under Sec. 41 of the contract are not included in the authorization.
 - (b) The Purchaser shall identify each tree sold and cut in accordance with the provision by marking the cut surface of the stump immediately after falling with a large "X". The "X" shall be cut with a chain saw. The stump shall be marked by hanging red fluorescent flagging near the stump so that the stump can be visually located from a distance of not less than one hundred (100) feet.
 - (c) The volume and price for such timber shall be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and paid for by the Purchaser in accordance with Sec. 3(a) or 3(c) of the contract as required by Sec. 8 of the contract.

- (d) No timber may be cut or removed under the terms of this provision until all contract payments required by Sec. 3(a) or 3(c) of the contract have been made.
- (e) The permission to cut and remove additional timber contained in this provision may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser:
 - 1. Failed to properly mark any stump with the "X" cut.
 - 2. Failed to identify the location of any stump.
 - 3. Cut any tree that was reserved for tree improvement and/or wildlife habitat.
 - 4. Cut any tree in or adjacent to cable yarding corridors that was not necessary to facilitate cable yarding.
 - 5. Cut any reserve tree in or adjacent to tractor skid roads that was not necessary to facilitate ground based yarding.
 - 6. Failed to properly segregate any pulled over tree that was yarded to the landing.
 - 7. Cut any reserve tree that was not severely (as defined during the prework conference and documented in the approved logging plan) damaged from felling and yarding operations.
 - 8. Cut more than the minimum number of trees necessary to properly serve as guyline anchor stumps.
 - 9. Cut or topped more than the minimum number of trees necessary to properly serve as tailhold trees.
 - 10. Cut more than the minimum number of trees necessary to properly serve as tie-backs for topped tailhold trees.
 - 11. Failed to maintain accurate and current (no more than 24 hours old) documentation of cut and removed timber.

If the permission to cut and remove additional timber provision is withdrawn, the Authorized Officer shall deliver to the Purchaser a written notice that additional sale of timber under this special provision is no longer approved.

If the permission to cut and remove additional timber provision is withdrawn, the Purchaser shall inform the Authorized Officer at least two working days prior to the need for cutting and yarding any guyline tree, tailhold tree, tie-back tree, danger tree, corridor tree, pulled over tree, and severely damaged tree. All sales of additional timber shall comply with Section 8 of the contract.

The Contracting Officer may order the Purchaser, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the Government to safely measure and mark additional timber.

All cable-yarding and ground based equipment skid roads upon which timber may be cut and removed in accordance with this special provision must be needed for

the removal of timber sold under this contact and shall be limited to the narrowest width necessary for the yarding of logs with minimum damage to reserved trees. The Purchaser shall be liable for damages in accordance with Sec. 13 of the contract for any reserved timber cut or removed in violation of the terms of this special provision.

(15) <u>L-33</u> Purchaser's operations shall facilitate BLM's safe and practical inspection of Purchaser's operations and BLM's conduct of other official duties on Contract Area. Purchaser has all responsibility for compliance with safety requirements for Purchaser's employees, contractors and subcontractors.

In the event that the Authorized Officer identifies a conflict between the requirements of this contract or agreed upon methods of proceeding hereunder and State or Federal safety requirements, the contract may be modified. If the cost of such contract modification is of a substantial nature (\$2,000.00 or more), the Purchaser may request, in writing, an adjustment in the Total Purchase Price specified in Section 2 of the timber sale contract, as amended, to compensate for the changed conditions.

Unless otherwise specified in writing, when operations are in progress adjacent to or on roads and/or trails in the harvest unit area, Purchaser shall furnish, install, and maintain all temporary traffic controls that provide the road or trail user with adequate warning of and protection from hazardous or potentially hazardous conditions associated with its operations. Purchaser shall prepare a Traffic Control Plan, which the Purchaser has determined is compliant with state and local OSHA and Transportation standards no later than the pre-work meeting and prior to commencing operations. Traffic control devices shall be appropriate to current operating and/or weather conditions and shall be covered or removed when not needed. Flagmen and devices shall be as specified in state OSHA and Transportation standards for logging roads or the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) published by the U.S. Department of Transportation - Federal Highway Administration. Included in the Traffic Control Plan, Purchaser shall note traffic control device locations on a Purchaser produced copy of the contract Exhibit "A" Map.

ROAD CONSTRUCTION, MAINTENANCE, AND USE (R)

- (1) <u>R-1:</u> The Purchaser shall renovate road number 33-1W-18.00 and the un-numbered road and decommission road number 33-1W-18.00 and the un-numbered road in strict accordance with the plans and specifications shown on Exhibits C and D, which is attached hereto and made a part hereof.
- (2) <u>R-1a:</u> Any required <u>renovation</u> of structures and roads shall be completed and accepted, in accordance with Section 18, prior to the removal of any timber, except right-of-way timber, over that road.
- (3) R-2: The Purchaser is authorized to use the roads listed and shown on Exhibit D-2 for the removal of Government timber sold under the terms of this contract. Any road listed on Exhibit D-2 and requiring construction, improvement, or renovation in Exhibit C of this contract, shall be maintained by the Purchaser until receiving written acceptance of the construction, improvement, or renovation from the Contracting Officer.

Road No. and	Length		Road Surface	Maintenance
Segment	Miles Used	Road Control	Type	Responsibility
33-1W-18.00	0.14	BLM	NAT	Purchaser
Un-numbered Road	0.03	BLM	NAT	Purchaser

- (4) R-2e: The Contracting Officer may at any time, by written notice, terminate the Purchaser's operator road maintenance obligations and require instead payment of current Bureau of Land Management road maintenance fees for the particular surface type of the road(s) involved. These fees will be applied to the remaining contract volume on the sale area, as determined by the Authorized Officer, to be transported over the roads listed in Section 42(C)(3). If the total road maintenance fee does not exceed five hundred and no/100 dollars (\$500.00), the Purchaser shall pay such amount in full prior to use of such roads. If the total road maintenance fee exceeds five hundred and no/100 dollars (\$500.00), the Authorized Officer shall establish an installment schedule of payments of the maintenance obligation.
- (5) R-2f: The Purchaser shall perform any required road repair and maintenance work on roads identified as Purchaser maintenance, under the terms of Exhibit D, Road Maintenance Specifications, of this contract, which is attached hereto and made a part hereof. The Purchaser shall perform any required road repair and maintenance work on roads used by them, under the terms of Exhibit D, Road Maintenance Specifications, of this contract, which is attached hereto and made a part hereof.

(6) R-4: The Purchaser shall be required to secure written approval to use vehicles or haul forest products and equipment over Government owned or controlled roads when such vehicles or equipment exceeds the maximum allowable weights or dimensions established by the State for vehicles operating without a permit or if vehicles meet allowable non-permitted State vehicle weights, but the haul route crosses a structure or segment of road that is posted for reduced weights. The Purchaser agrees to abide by any special requirements included in said written approval.

Details of such equipment shall be furnished to the Authorized Officer for evaluation of load characteristics at least fifteen (15) days prior to proposed move in.

Details shall include:

- (a) Axle weights when fully loaded.
- (b) Axle spacing.
- (c) Transverse wheel spacing.
- (d) Tire size.
- (e) Outside width of vehicle.
- (f) Operating speed.
- (g) Frequency of use.
- (h) Special features (e.g., running tracks, overhang loads, etc.).

The Purchaser shall be responsible for repair of any damage to roads or structures caused by the use of overweight or over-dimension vehicles or equipment: (1) without written approval; (2) in violation of the conditions of a written approval; or, (3) in a negligent manner. The amount of actual damage shall be determined by the Authorized Officer following a technical inspection and evaluation.

(D) Environmental Protection

(1) <u>E-1</u> During operations the operator would be required to have a BLM-approved spill plan or other applicable contingency plan. In the event of any release of oil or hazardous substance, as defined in Oregon Administrative Rules (OAR) 340-142-0005 (9)(d) and (15), into the soil, water, or air, the operator would immediately implement the site's plan. As part of the plan, the operator would be required to have spill containment kits present on the site during operations. The operator would be required to be in compliance with OAR 629-605-0130 of the Forest Practices Act, Compliance with the Rules and Regulations of the Department of Environmental Quality. Notification, removal, transport, and disposal of oil, hazardous substances, and hazardous wastes would be accomplished in accordance with OAR 340-142, Oil and Hazardous Materials Emergency Response Requirements, contained in Oregon Department of Environmental Quality regulations.

In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall prepare a Spill Prevention, Control, and Countermeasure Plan for all hazardous substances to be used in the contract area. Such plan shall include identification of Purchaser's representatives responsible for supervising initial containment action for releases and subsequent cleanup. In addition, such plan shall follow all applicable State of Oregon Department of Environmental Quality guidelines for spill prevention and containment of petroleum products (Oregon Administrative Rules, Chapter 340, Department of Environmental Quality, Division 142, Oil and Hazardous Materials Emergency Response Requirements).

- (2) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall not store, or cause to have stored, any fuel or other petroleum products inside any riparian reserve area. All petroleum products shall be stored in durable containers and located so that any accidental release will be contained and not drain into any stream system. Refuel equipment a minimum of 150 feet from streams, ponds, or other wet areas.
- (3) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall only be allowed to use logging, construction, rock crushing, brushing chipping, shredding or grinding and/or transportation equipment that is free of noxious weed seeds prior to entering federal lands in the contract area as shown on Exhibit A.

If equipment is not considered free of noxious weed seeds by the Government, it shall be cleaned prior to entering federal lands. Cleaning shall be defined as removal from all surfaces including the under carriage any dirt, grease, plant parts, and material that may carry noxious weed seeds onto federal lands. Cleaning prior to entering federal lands may be accomplished by using a pressure hose.

Equipment shall be subject to visual inspection by the Government to certify that the equipment is free of noxious weed seeds. Only equipment inspected by the government shall be allowed to operate on federal lands within the contract area. The purchaser shall make equipment available for government inspection at an agreed upon location off federal lands prior to any move-in of equipment.

Requirements as outlined above may be waived by the Government if move-in is from one "weed free area" to another "weed free area", as determined by the Government, or as conditions warrant.

(4) <u>E-1</u> In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall construct road barricades as specified on Exhibit C, at locations where an existing barricade has been removed to provide for harvest access. Barricades shall be in place by October 15 of each calendar year.

- (5) <u>E-1</u> In addition to the requirements set forth in Sec. 26 of this contract, the Purchaser shall;
 - (a) Use a minimum 200 flywheel horsepower tractor with mounted rippers having shanks and teeth consistent with drawings and specifications shown on Exhibit R of this contract, which is attached hereto and made a part hereof.
 - (b) Rip to a depth of eighteen (18) inches or bedrock (which ever is shallower).
 - (c) Ripping will not occur unless soil moisture content is twenty-five (25) percent or less (at a six (6) inch depth) as determined by the oven-dry method.
 - (d) Rip helicopter landing and connecting spur as shown on Exhibit A. Ripping shall be completed in the same season of use prior to fall rains. If landing and hauling operations are not completed in the same year the renovation occurs, the helicopter landing and connecting spur will be storm-proofed and blocked by October 15 or when soil moisture exceeds 25%.

Seed and mulch helicopter landing and connecting spur as shown on Exhibit A. The Purchaser shall apply seed and straw mulch in the same year of renovation between August 1 and October 15 and prior to fall rains. Deviations from that timing must be approved by the Authorized Officer. The Purchaser shall notify the Authorized Officer at least 5 days in advance of the date that he/she intends to commence revegetation and soil stabilization work. If landing operations are not completed in the same year the landing is renovated, the landing will be storm-proofed and blocked by October 15 or when soil moisture exceeds 25%.

The Purchaser shall furnish the specific seed mixture prescribed by the Authorized Officer, which will include up to 3 grasses and 2 forbs from the following list, but may include substitutions approved by the Authorized Officer:

Grasses: Achnatherum lemmonii, Bromus carinatus, Elymus glaucus, Festuca californica, Festuca roemeri, Koeleria macrantha, Poa secunda

Forbs: Achillea millefolium, Clarkia purpurea, Clarkia rhomboidea, Collinsia grandiflora, Eriophyllum lanatum, Lupinus bicolor, Madia elegans, Madia gracilis

The proportion of each species in the mixture shall be prescribed by the Authorized Officer.

The Purchaser shall apply prescribed seed and straw mulch to acres designated for treatment, as directed by the Authorized Officer, at the following rates of application:

Grass seed 20 to 25 lbs/acre (cumulative, all species) Forb seed 0.5 to 2 lbs/acre (cumulative, all species)

Straw mulch 1000 lbs/acre

If the Purchaser furnishes seed from any source other than the BLM, that seed shall meet the following minimum test standards:

<u>Test</u>	Grasses	(%)	Forbs (%)
Purity:	95	80	
Germination:	85	70	
Weed content (max):	0.2	0.2	

Furnished seed shall meet the minimum requirements for either Yellow Tag Source Identified Seed or Blue Tag Certified Class Seed, as defined by the Association of Official Seed Certifying Agencies. Seed source shall be approved by the Authorized Officer and shall be from the EPA Level III Ecoregion in which the project occurs. For each lot of seed, the Purchaser shall furnish the Authorized Officer a Seed Test result from a certified seed testing lab (e.g., Oregon State University), which shall include: test date; lot number; seed source; and results of test for purity, germination, and weed content. All seed lots must have been tested within the previous 12 months to be accepted. Seed that has become wet, moldy, or otherwise damaged shall not be accepted. Seed must be available to the Authorized Officer for inspection at least 5 days in advance of commencing revegetation work. If the Purchaser furnishes straw mulch from any source other than the BLM, the material must be from native grass or other approved sterile grain crops that are certified weed free and free of mold or other objectionable materials. Straw mulch shall be in an air-dry condition and suitable for spreading in a uniform manner. Straw mulch must be available to the Authorized Officer for inspection at least 5 days in advance of commencing revegetation work. The seed mixture and straw mulch may be provided by the BLM if the purchaser is unable to locate and buy the approved materials. The Purchaser shall reimburse the government for the cost of seed and straw, if provided by the government.

- (6) <u>E-2</u> The water bars to be constructed as required by Sec. 26(c) shall be constructed in accordance with the specifications shown on Exhibit C-10, which is attached hereto and made a part hereof.
 - (a) Water-bar BLM road #33-1W-18.00 as shown on Exhibit A., in the same season of use prior to fall rains. If hauling on BLM road #33-1W-18.00 and connecting spur is not completed in the same year the route is renovated, the route will be storm-proofed and blocked by October 15 or when soil moisture exceeds 25%.

All water bar spacing would be based on the RMP erosion-control measures for timber harvest, which considers slope and soil series (TH17 p.184 USDI 2016) (Table C-6 USDI 2016, p.191).

- (7) <u>E-3</u> The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer that:
 - (a) threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the operation, and a determination is made that consultation or reinitiation of consultation is required concerning the species prior to continuing operation, or;
 - (b) when, in order to comply with the Endangered Species Act, or to protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Medford District Record of Decision (ROD) and Resource Management Plan (RMP), the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
 - (c) federal proposed, federal candidate, Bureau sensitive or State listed species protected under BLM Manual 6840 Special Status Species Management have been identified, and a determination is made that continued operations would affect the species or its habitat, or;
 - (d) other active raptor nests have been discovered, and a determination is made that continued operations under this contract would adversely affect the present use of the discovered nesting area by the raptor, or;
 - (e) when, in order to comply with a court order which enjoins operations on the sale or otherwise requires the Bureau of Land Management to suspend operations, or;
 - (f) when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
 - (g) species have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or;
 - (h) when, in order to protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

Those operations necessary for a safe removal of personnel and equipment from the contract area and those directed by the Contracting Officer which are required in order to leave the contract area in an acceptable condition will be permitted. Discontinued operations may be resumed upon receipt of written instructions and authorization by the Contracting Officer.

During any period of suspension, the Purchaser may withdraw performance and payment bond coverage aside from that deemed necessary by the Authorized Officer to secure cut and/or removed timber for which the Bureau of Land Management has not received payment, and/or unfulfilled contract requirements associated with harvest operations that have already occurred and associated post-harvest requirements.

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the First Installment held on deposit may be temporarily reduced upon the written request of the Purchaser. For the period of suspension extending beyond 30 days, the First Installment on deposit may be reduced to five (5) percent of the First Installment amount listed in Section 3.b. of the contract. Any First Installment amount temporarily reduced may be refunded or transferred to another BLM contract at the request of the Purchaser. However, if the Purchaser has outstanding debt owing the United States, the Contracting Officer must first apply the amount of First Installment that could be refunded to the debt owed in accordance with the Debt Collection Improvement Act, as amended (31 USC 3710, et seq.). Upon Purchaser's receipt of a bill for collection and written notice from the Contracting Officer lifting the suspension, the Purchaser shall restore the First Installment to the full amount shown in Section 3.b. of the contract within 15 days after the bill for collection is issued, subject to Section 3.h. of the contract. The Purchaser shall not resume contract operations until the First Installment amount is fully restored.

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the unamortized Out-of-Pocket Expenses for road or other construction required pursuant to Exhibit C of the contract shall be refunded or transferred to another BLM contract at the request of the Purchaser. Upon written notice from the Contracting Officer lifting the suspension, the Purchaser shall reimburse the Government the amounts refunded or transferred. The Purchaser may choose to pay this reimbursement at once or in installments payable at the same time as payments are due for the timber under the contract and in amounts approximately equal to the expenses associated with the timber for which payment is due.

The 30 days can be the sum of days accruing during more than one operating season. Reappraisal may result in a decrease to the unit price bid per species. Reappraisal will be based on the loss of net volume due to the deterioration of logs during the period of delay and any associated changes in the amortization of

logging costs per unit of volume, as determined by the Authorized Officer. Amortization of road construction cost over a reduced net volume will be considered as well as any additional move-in or logging costs caused by the delay, as determined by the Authorized Officer. Reappraisal will adjust Exhibit B volume and values, and will <u>not</u> consider changes in the market price of timber. In the event that operating time is lost as a result of the incorporation of additional contract requirements, or delays due to Endangered Species Act consultation with the U.S. Fish and Wildlife Service or U.S. National Marine Fisheries Service, or court-ordered injunctions, the Purchaser agrees that an extension of time, without reappraisal, will constitute a full and complete remedy for any claim that delays due to the suspension hindered performance of the contract or resulted in damages of any kind to the Purchaser.

The Contracting Officer may determine that it is necessary to terminate the cutting and removal rights under the contract in order to comply with the Endangered Species Act, protect occupied marbled murrelet sites in accordance with the ROD and RMP, protect species that have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, or comply with a court order. Following the issuance of a written notice that cutting and removal rights will be terminated, the Purchaser will be permitted to remove timber cut under the contract, if allowed by the Endangered Species Act, marbled murrelet occupied site protection in accordance with the ROD and RMP, survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, or court order requirements necessitating the modification or termination.

In the event cutting and removal rights are terminated under this subsection, the Purchaser agrees that the liability of the United States shall be limited to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area. This calculation of liability shall utilize actual Purchaser costs and Government estimates of timber volumes. At the Authorized Officer's request, the Purchaser agrees to provide documentation of the actual costs incurred in the performance of the contract. In addition, the Purchaser shall be released from the obligation to pay the contract price for any timber which is not authorized to be removed from the contract area.

The Purchaser specifically and expressly waives any right to claim damages, other than those described in the preceding paragraphs, based on an alleged breach of any duty to the Purchaser, whether express or implied, in regard to the manner in which the Government defended the litigation which resulted in the court order affecting the operation of the contract. This waiver also extends to any claims based on effects on the operation of the contract that arise from litigation against another agency. Furthermore, the Purchaser specifically acknowledges and agrees that a court ruling that the Government violated the Administrative Procedures

Act cannot be interpreted, in itself, to mean that the Government had not acted reasonably in regard to its duties to the Purchaser under this contract.

(8) <u>E-5</u> The Purchaser shall notify the Authorized Officer in writing by February 1 of each calendar year in which operations are expected to take place on the contract area between March 1 and September 30, both days inclusive. If notification is not received by the Authorized Officer by February 1, felling, bucking, yarding, road construction, or any other activity with the potential to disturb nesting owls may not be allowed during this time period.

(E) Fire Prevention and Control

- 1. <u>F-1a Fire Prevention and Control</u>. Primarily for purposes of fire prevention and control, the Purchaser shall comply with the following provisions:
 - 1. Prior to the operation of power driven equipment in construction or logging operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the State of Oregon, Department of Forestry.
 - 2. Provide and maintain in good repair, on the contract area, the following equipment for use during closed fire season or periods of fire danger:
 - 1. F-2a Fire fighting tools shall be kept at each landing or at such other place as the Authorized Officer shall designate whenever people are working on the contract area. All fire fighting tools shall be kept in a sturdily constructed box which shall be painted red and lettered on the front or top in large letters, "For Fire Only." The box shall have a hinged lid and a hasp by which the lid can be sealed. One box may serve two landings not over six hundred (600) feet apart. When filled, the box shall not weigh over two hundred (200) pounds. The fire tools shall be in good condition, be tight on strong handles, and have sharp cutting edges. There shall not be less than four (4) tools in each box nor less than one (1) tool for each person working on the contract area. Three-fourths (3/4) of all fire tools shall be shovels, hazel hoes, or other scraping tools. The fire tools shall be used only for fighting fire.
 - 2. <u>F-2b</u> A round pointed size zero (0) or larger shovel in good condition, shall be within fifty (50) feet of any power saw when in operation.
 - 3. <u>F-2c</u> At each landing during periods of operation one (1) tank truck. Each truck shall have three hundred (300) gallons minimum

capacity with five hundred (500) feet minimum of hose and a nozzle acceptable to the Authorized Officer and a mounted or portable pump conforming to the standards set forth in Oregon Revised Statute (ORS) 477.645 through ORS 477.670 and any rule promulgated pursuant to those statutes. All hose couplings shall have the standard thread adopted by the State Fire Marshall pursuant to ORS 476.410 as amended or be provided with suitable adapters. At the close of each working day, all bulldozers and tank trucks shall be filled with fuel and made ready for immediate use. All tank trucks and portable tanks shall be filled with water and made available for immediate use.

- 4. <u>F-2d</u> Serviceable radio or radio-telephone equipment able to provide prompt and reliable communication between the contract area and Medford, Oregon. Such communication shall be available during periods of operation including the time watch-service is required.
- 5. <u>F-2e</u> A pair of headlights capable of being quickly attached to each bulldozer used on the contract area. The headlights shall be adequate to provide illumination sufficient to allow use of the bulldozers for fire fighting and construction of fire trails at night.
- 6. F-2f A headlight for each person in the woods crew adequate to provide sufficient illumination for night fire fighting. A headlight shall be of the type that can be fastened to the head so as to allow independent use of the hands. It shall be equipped with a battery case so designed that it can be either carried in the hip pocket or fastened to the belt. The head of the light and the battery case shall be connected by insulated wires. At least one extra set of batteries shall be provided for each such headlight.
- 7. <u>F-2g</u> Two (2) back-pack pumps at each landing and one (1) at each tail block, all to be kept full of water and in good operating condition.
- 8. F-2h A chemical fire extinguisher of at least eight (8) ounces minimum capacity of a type approved by the Oregon State Forester shall be carried during the closed fire season or periods of fire danger by each saw operator using a power saw on the contract area. Such fire extinguisher shall be filled and in effective operating condition and shall at all times be immediately available to the operator when the saw is being fueled or the motor of the saw is running. A size "0" or larger shovel shall be available with each gas can when refueling. Any fueling of a power saw shall be done in an area which has first been cleared of all flammable

material. Power saws shall be moved at least twenty (20) feet from the place of fueling before the engine is started. Each power saw shall be equipped with an exhaust system and a spark arresting device which are of types approved by the Oregon State Forester.

- (G) Slash Disposal and Site Preparation
 - (1) <u>SD-4 Logging Residue Reduction</u>. In addition to the requirements of Sect.15 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the State's willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following logging residue reduction and site preparation measure(s) required by this contract:
 - Prior to commencement of any operation under this section of the contract, a slash disposal and site preparation pre-work conference between the purchaser's representative and the Authorized Officer must be held at a location designated by the Authorized Officer. All slash disposal and site preparation shall be done in accordance with the plans developed at this pre-work conference.
 - Slash, as defined for this section, shall mean all material (brush, limbs, tops, unmerchantable stems, and chunks) severed or knocked over as a result of purchasers operations under the terms of this contract, including material cut during slashing activities for the purposes of fuels reduction.
 - Refueling of chainsaws and other equipment will be done no closer than one hundred fifty (150) feet of any stream or wet area. Spilled fuel and oil would be cleaned-up and would be disposed of at an approved disposal site.
 - SD-4a SLASHING DAMAGED RESIDUALS. Slash all sprung or otherwise severely damaged trees greater than one (1) inch and less than six (6) inches D.B.H.O.B. concurrently with logging as designated by the Authorized Officer. All slashing is to be completed prior to any required piling of slash.
 - SD-1i LANDING PILES In the location shown in the Exhibit A and marked on the ground with painted lath, no slash piles may be established. Slash may be piled by a grapple loader at other locations on this landing. Finished piles shall be tight and free of earth.
 - 1. A ten (10) foot by ten (10) foot cover of four (4) mil black plastic shall cap each pile to maintain a dry ignition point. The cover shall

be firmly fixed to each pile to hold it in place. Landings shall be piled and covered during the same season that they are logged.

In case of injury to personnel or damage to equipment furnished by the Purchaser as required by this subsection, liability shall be borne by the Purchaser, unless such injury or damage is caused by Government negligence.

Time is of the essence in complying with this provision. In the event the Purchaser fails to provide the personnel and equipment required herein, the Purchaser shall be responsible for all additional costs incurred by the Government in disposing of slash including but not limited to the wages and other costs of providing federal employees and others as substitute labor force, the cost of providing substitute equipment and appropriate additional overhead expenses. If the Purchaser's failure results in deferral of burning and new conditions necessitate additional site preparation work and/or use of additional personnel and equipment to accomplish planned burning, the Purchaser also shall be responsible for such additional costs.

(H) Quarry Development

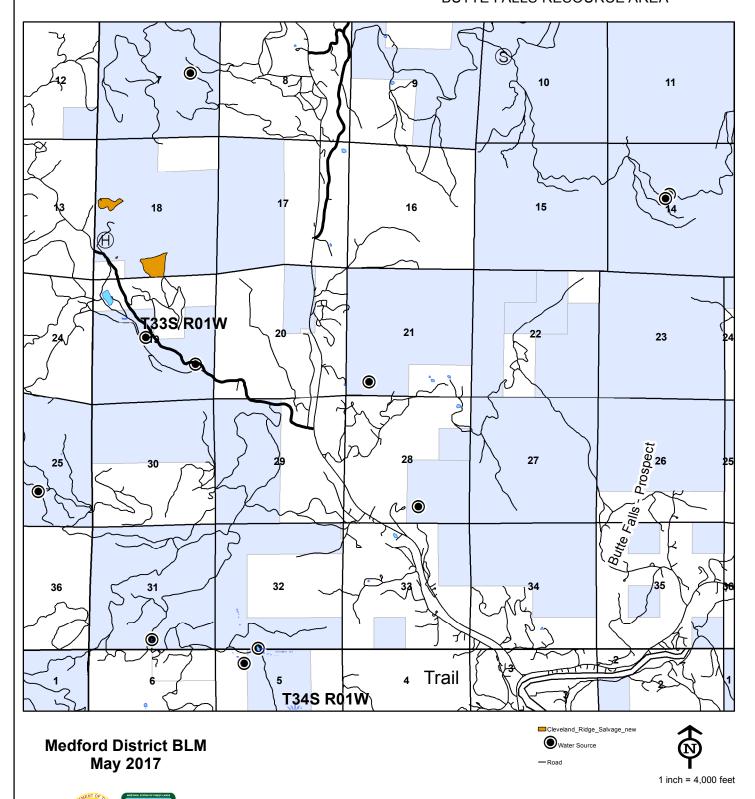
- (1) Q-1 The Purchaser shall develop a rock quarry in strict accordance with the plans and specifications shown on Exhibit C-11 which is attached hereto and made a part hereof. Exhibit C-11 contains 1 sheet.
 - (a) Q-1b Any quarry access road construction and site preparation shown on exhibit C-11 shall be completed at each quarry location shown on Exhibit C-11 prior to removal of any rock from such area.

(I) Equal Opportunity in Employment

(1) Certification of Nonsegregated Facilities attached hereto and made a part hereof.

U.S.D.I. BLM MEDFORD DISTRICT SALE NO. 17-06 T. 33S. R. 1W., SEC. 10, 18, WILL. MER.

TIMBER SALE LOCATION MAP CLEVELAND RIDGE SALVAGE TIMBER SALE CONTRACT NO. ORM05 -TS17-06 BUTTE FALLS RESOURCE AREA

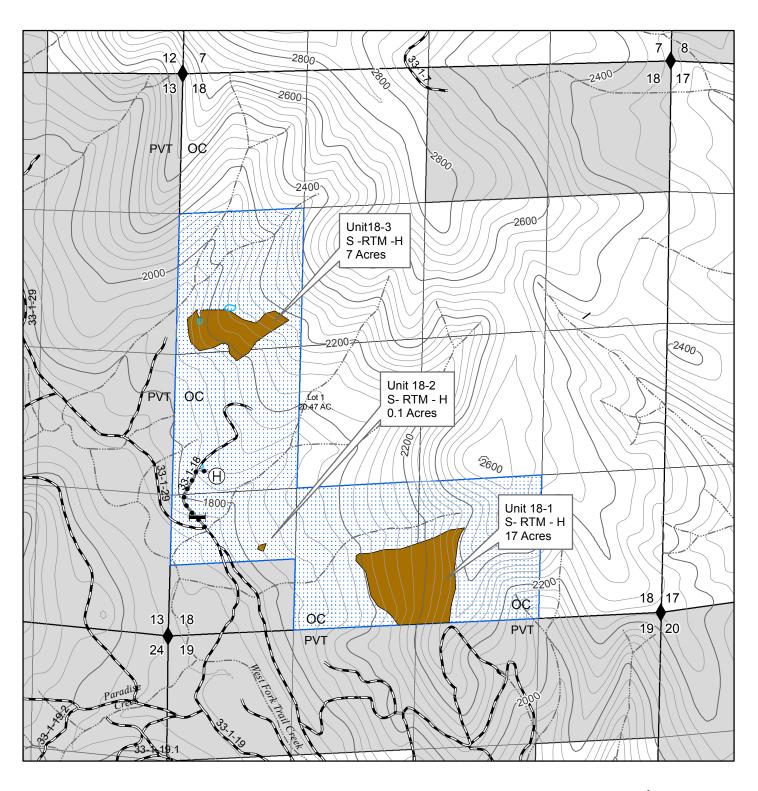


0.275

0.55

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.

U.S.D.I. BLM MEDFORD DISTRICT SALE NO. 17-06 T. 33S. R. 1W, SEC 18, WILL. MER. CLEVELAND RIDGE SALVAGE TIMBER SALE TIMBER SALE CONTRACT MAP CONTRACT NO. ORM05 -TS-17-06 EXHIBIT A PAGE 1 OF 4



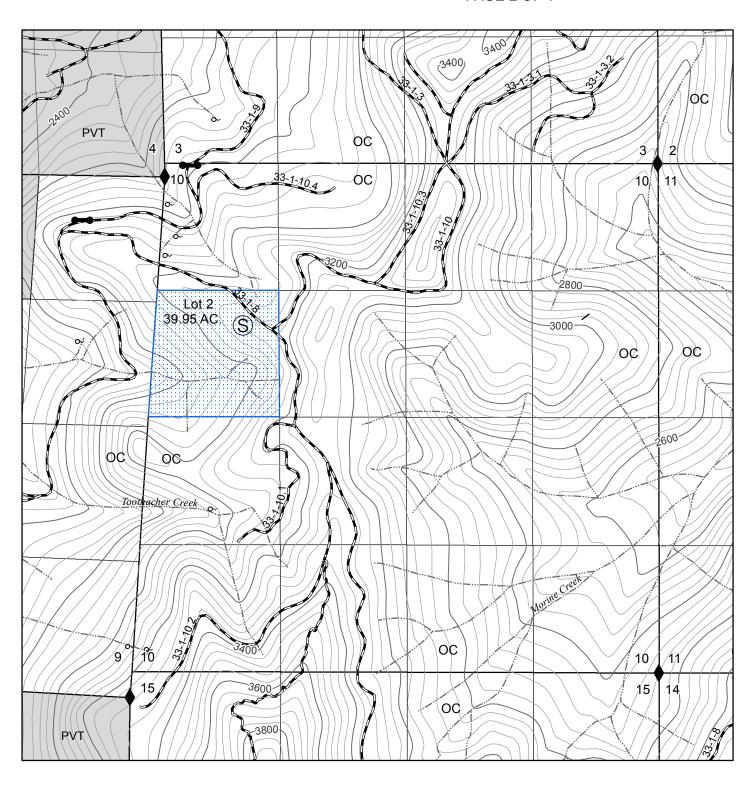
Medford District BLM May 2017 40 FOOT CONTOURS

1 inch = 1,000 feet





U.S.D.I. BLM MEDFORD DISTRICT SALE NO. 17-06 T. 33S. R. 1W, SEC 10, WILL. MER. CLEVELAND RIDGE SALVAGE TIMBER SALE TIMBER SALE CONTRACT MAP CONTRACT NO. ORM05 -TS-17-06 EXHIBIT A PAGE 2 OF 4



Medford District BLM May 2017 40 FOOT CONTOURS

1 inch = 1,000 feet





U.S.D.I. BLM MEDFORD DISTRICT SALE NO. 17-06 T. 33S. R. 1W., SEC 10, 18, WILL. MER. CLEVELAND RIDGE SALVAGE TIMBER SALE TIMBER SALE CONTRACT MAP CONTRACT NO. ORM05 -TS-17 -06 EXHIBIT A PAGE 3 OF 4

Legend

S Service Landing

Heli Log Landing

Found Corner

Water Source

Quarry

Spring

Gate, Existing

── Barricade, Existing

■ Barricade, to be constructed

MWWM Pre-designated Skid trails

Boundary of Cutting Area

Plant Site

Protected Site

Reserve Area

••••• Temporary Spur Road

•••• CR fire salv road renov

--- Road

----- Stream

— 100 ft. Index Contour

40 ft. Intermediate Contour

Government Lot

Contract Area

BLM Administered Land

Non-BLM Land

S-RTM-H

SALVAGE, RESERVE TREE MARK (ORANGE) HELICOPTER LOG UNITS: 18-1, 18-2, 18-3

U.S.D.I. BLM MEDFORD DISTRICT SALE NO. 17-06
T. 33S. R. 1W., SEC. 10, 18, WILL. MER.
CLEVELAND RIDGE SALVAGE TIMBER SALE

TIMBER SALE CONTRACT MAP CONTRACT NO. OR M05-TS 17-06 EXHIBIT A PAGE 4 OF 4

Section			Unit	Reserve	Contract
Number	Unit Number	Acres	Acres	Acres	
18	18-1, 18-2, 18-3		24.1	158.26	182.36
10	Service landing		N/A	N/A	N/A
		sum	24.1	158.26	182.36

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT (BLM)

Contract No.: ORM05-TS-2017-06

Sale Name: Cleveland Ridge Salvage

Issuing Office: Medford District

EXHIBIT B SCALE SALE

PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS

I. Total Actual Purchase Price - In accordance with Section 3.(d). of the contract, the Purchaser agrees to pay the Government for the timber sold under the contract in accordance with the following schedule and measurement requirements. Timber sold is comprised of Merchantable Timber, Merchantable Timber Remaining, and Other Timber as defined below. In the event an Extension of Time is approved, the prices per measurement unit are subject to readjustment (refer to Section 9 of the contract).

Schedule of Species, Measurement Units, and Prices										
Species	Measurement Unit	Price Per Measurement Unit								
Merchantable logs - Douglas-fir	MBF	\$58.00								
Sugar Pine	MBF	\$23.50								
Ponderosa Pine	MBF	\$21.80								
Incense-cedar	MBF	\$44.50								
Utility logs	MBF	Not Applicable								

II. Merchantable Timber - All timber which can be cut into logs, which equal or exceed the following specifications, shall be considered merchantable timber. Purchaser shall pay for same in accordance with Sec. 3 of the contract at the unit prices shown in Section I of this Exhibit.

Schedule of Minimum Material Specifications										
Species and Products	Length	Diameter (inside bark at small end)	Net Scale							
All Species	8 feet	5 inches	33 1/3% of gross volume of any log segment or 10 bf.							

III. Merchantable Timber Remaining - Measurement Requirements - The remaining volume of any merchantable sold timber on the contract area shall be determined as provided in Section 3.(e). of the contract. Purchaser shall pay for same in accordance with Sec. 3 of the contract at the unit prices shown in Section I of this Exhibit.

IV. Scaling

A. Log Rule and Measurement - All logs shall be scaled according to the Northwest Log Rules Eastside Log Scaling Handbook, as amended, or supplemented by BLM before the first advertisement date of the sale. A Scaling Authorization Form (OR 5300-18) must be completed prior to beginning of operations. If sample log scaling is agreeable to Purchaser and the Contracting Officer, the procedures will be agreed

upon in writing regarding sample design, number of log sorts, expansion of sample volumes for computation of Merchantable Timber volume, etc.

- B. Scaling Service Log scaling services shall be provided and performed by BLM personnel or parties under contract to BLM.
 - 1. All logs shall be scaled and volumes determined by BLM or a certified contract scaler.
 - 2. The BLM scaler or contract scaler is designated to collect Eastside MBF scale data from all loads.
- C. Other Timber If any timber is of a species or size not listed in Section II of this Exhibit (above) or is of a quality different from merchantable timber described herein, the Authorized Officer shall establish volumes and values in accord with Standard BLM methods.
- D. **Defect Caused by Abnormal Delay** Scaling deductions made for rot, check or other defect resulting from abnormal delay in scaling caused by Purchaser shall be recorded separately and charged to the Purchaser in accordance with Section 3. of the contract.
- E. Log Presentation Purchaser shall present logs so that they may be scaled in an economical and safe manner in accordance with the Memorandum(s) of Agreement for Yard Scaling required in Section IV.G.5. of this Exhibit.
- F. Check Scale The Government will conduct check scales as set forth in the following section.

Normally a check scale includes at least 200 short logs (20 feet or less) or at least 100 multiple-segment logs. Sample the species and defect situation as fairly as possible. Individually analyze more complex scaling situations and increase the number of logs check scaled if necessary.

The following standards will be used to determine the proficiency of individual scalers.

<u>Gross Scale</u>. A variance of one percent in gross scale is the standard unless otherwise justified.

Net scale. The allowable variance is as follows:

Check scaler's percent defect in logs	Scalers allowable variance						
0-10 percent	2 percent						
over 10 percent	.2 x percent defect to a maximum of 5 percent						

Determinations as to volume of timber made by a government check scaler in conformance with the standards as set forth herein shall be final. All loads check scaled by BLM will be identified with the check scaler's initials legibly marked or painted in the face of the first log in each load. When such checks show a variance in scale in excess of acceptable standards, in two or more consecutive check scales, an adjustment to the volume reported as scaled will be made by BLM. Such

adjustments will be made based on the difference between available BLM check scales and the original scale during the period covered by the unsatisfactory check scales. Unless otherwise approved in writing by the Authorized Officer, the volume to which this difference will be applied will be 50 percent of the volume scaled between the last satisfactory check and the first unsatisfactory check, 100 percent of the volume scaled during the unsatisfactory check, and 50 percent of the volume between the last unsatisfactory check scale and the next satisfactory check scale.

G. Accountability

- 1. Purchaser shall notify the Authorized Officer three (3) days prior to starting or stopping of hauling operations performed under the contract.
- 2. All logs will be painted and branded at the landing and accounted for in accordance with Sec. 41(A)(1) of the contract. Each truck driver shall obtain a load receipt and a BLM scaler receipt from the Log Truck Ticket Book issued by the Authorized Officer and comply with the instructions specified on the cover of said book. While products are in transit, the truck driver shall display the load receipt and BLM scaler receipt on the bunk or wing log at the front of the load on the driver's side. All logs on each load shall be delivered to the destination listed on the woods receipt. The BLM scaler receipt shall be surrendered at the location of BLM scaling, the unloading location, or as requested by BLM.
- 3. The Purchaser shall not haul logs from the contract area on weekends; Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and New Year's holidays; or outside the hours of 4:00 a.m. to 8:00 p.m. daily, unless otherwise approved in writing by the Authorized Officer or designated in the Approved Logging Plan (Refer to Section 41 (B.10) of the contract).
- 4. The Purchaser shall furnish BLM a map showing the route which shall be used to haul logs from the timber sale area to the scaling location. Such route shall be the most direct haul route between the two points, unless another route is approved by BLM. The route of haul may be changed only with advance notice to and approval by BLM. The haul route map shall be attached to the Approved Logging Plan.
- 5. All loads will be scaled at scale locations listed on the Scaling Authorization (Form OR 5300-18) as approved by the Authorized Officer. The Purchaser shall ensure that all scale site owners listed on the Scaling Authorization enter into a Memorandum of Agreement for Yard Scaling before requesting BLM approval of the Scaling Authorization. Areas for scaling BLM logs will be designated on the ground and identified on the yard map as required in the Memorandum(s) of Agreement for Yard Scaling.
- 6. Any removal of logs from loaded trucks before being accounted for and/or scaled as required by the contract shall be considered a willful trespass and render the Purchaser liable for damages under applicable law. Any payment made for purchase of such logs shall be deducted from amount due because of trespass.

- H. Scaling Lost Products The value of lost loads shall be equal to the highest value load for the month in which the lost load is hauled regardless of where the highest value load is scaled. If no loads have been scaled in that month, value will be determined from the closest month in which loads were scaled.
- V. Estimated Volumes and Values The following volume estimates and calculations of value of timber sold are made solely as an administrative aid for determining payment amounts, when payments are due, the value of timber subject to any special bonding provisions, and other purposes specified in various portions of the contract. The cutting areas are shown on Exhibit A of the contract.
 - A. Merchantable Timber Volume Removed from Contract Area The total volume of removed timber shall be determined using the Government's records of scaled volumes of timber skidded or yarded monthly, or a shorter period if agreed to by the Purchaser and Government, to loading points or removed from the contract area.
 - B. Merchantable Timber Not Yet Removed from Contract Area The value of merchantable timber which has not been removed will be determined by multiplying the value per acre as shown below times the amount of acreage subject to the purpose of the value determination, as determined by the Authorized Officer:

Total Estimated Purchase Price													
And/Or													
Schedule of Volumes and Values for													
Merchantable Timber Not Yet Removed from Contract Area													
Cutting Area Total Estimated Volume Total Estim													
		(1	MBF)	Purcha	se Price								
Cutting	Approximate	Volume per	Total Volume	Value per	Total Value								
Area	Number of	Acre		Acre									
Number	Acres												
18-1	17	9.8	167	\$418.88	\$7,121.00								
18-2	0.1	80.0	8	\$4,309.00	\$430.90								
18-3	7	11.1	78	\$425.14	\$2,976.00								
Sale Total	24.1	10.5	253	436.84	\$10,527.90								

	OVERNIGHT LOAD CONTROL RECORD									
Log Delivery Location										
Ti	mber Sale									
1	Time and Date Load Delivered									
2	Sale Name									
3	Load Receipt No.									
4	Number of Logs									

(OVERNIGHT LOAD CONTROL RECORD									
Log Delivery Location										
Ti	mber Sale									
1	Time and Date Load Delivered									
2	Sale Name									
3	Load Receipt No.									
4	Number of Logs									

5	Signature of Person Receiving the Load
	Receiving the Boad
6	Date and Time Load Released
7	Signature of Person Releasing the Load

5	Signature of Person Receiving the Load
	Receiving the hoad
6	Date and Time Load Released
7	Signature of Person Releasing the Load

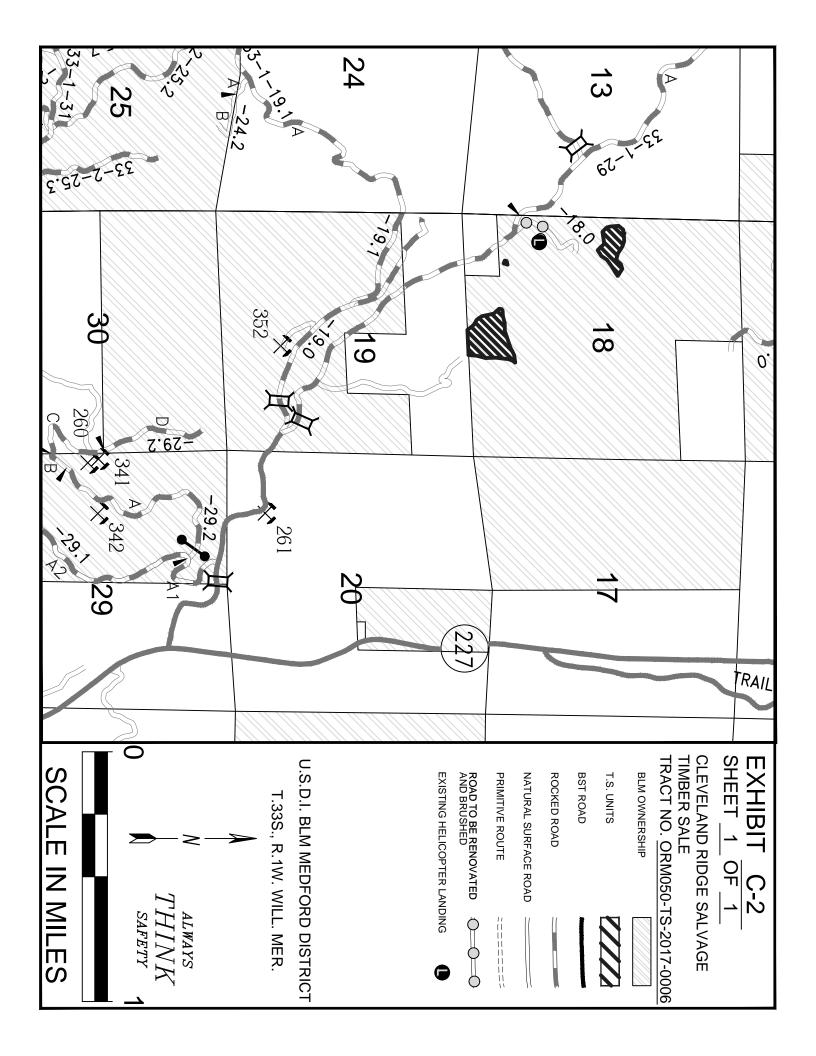
Instructions:

- 1. Designated individual fills out the heading and lines 1 through 5 (including FULL SIGNATURE in ink on line 5.)
- 2. Contractor or BLM scaler will fill out lines 6 and 7 (including FULL SIGNATURE in ink) when loads are released for scaling, otherwise the BLM and/or yard owner will be required to sign.

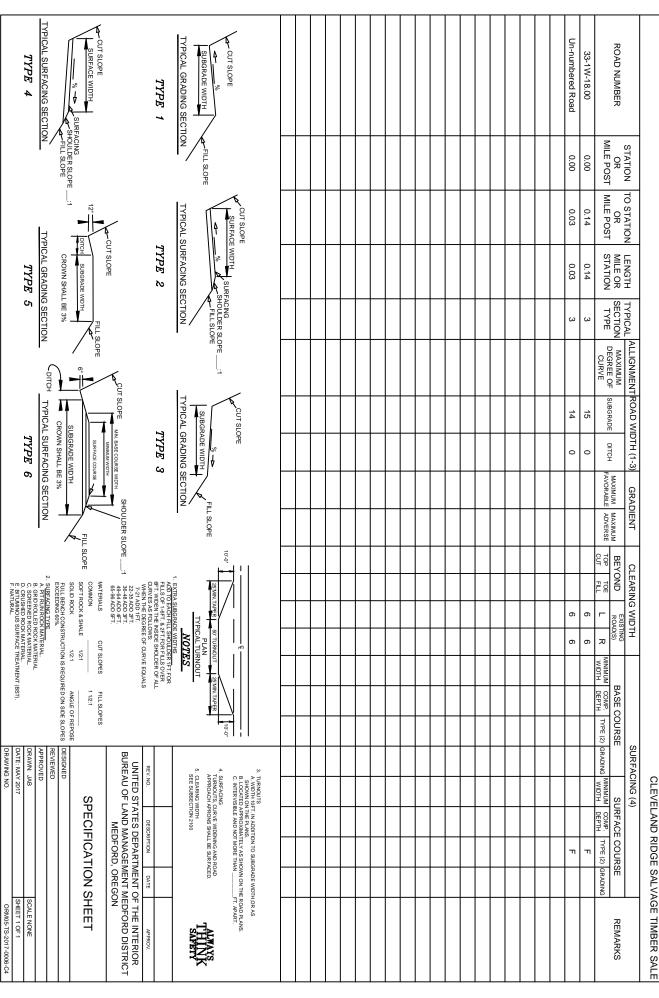
Instructions:

- 1. Designated individual fills out the heading and lines 1 through 5 (including FULL SIGNATURE in ink on line 5.
- 2. Contractor or BLM scaler will fill out lines 6 and 7 (including FULL SIGNATURE in ink) when loads are released for scaling, otherwise the BLM and/or yard owner will be required to sign.
- 3. Unless otherwise agreed, scaler will attach this form to the Load Receipt.

성 ¥ 32 CURRY = UNITED STATES DEPARTMENT OF THE INTERIOR CLEVELAND RIDGE SALVAGE TIMBER SALE TRACT NO. ORMO5-TS-2017-0006 BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT PROJECT LOCATION COUNT Ħ 37 4 8 섫 ႘ ¥ ដ SCALE IN MILES Exhibit No. C-6 C-10 C-8 C-7 C-3 C-2 C-9 C-5 C-4 C-1 SPECIAL PROVISIONS ROAD RENOVATION WORK LIST DRAINAGE & EROSION CONTROL DETAIL ROADSIDE BRUSHING DETAILS SPECIFICATION SHEET ESTIMATE OF QUANTITIES ROAD LOCATION MAP ROAD MAINTENANCE MAP ROAD MAINTENANCE SPECIFICATIONS ROAD SPECIFICATIONS TYPICAL ROAD DATA TITLE SHEET SHEETEXHIBITDESIGNED REVIEWED APPROVED DRAWN JAB UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON EV. NO. DESCRIPTION DATE APPROV DRAWING NO. MATE MAY 2017 CLEVELAND RIDGE SALVAGE Description ORM05-TS-2017-0006-C1 SHEETSHEET 1 OF 1 AS SHOWN

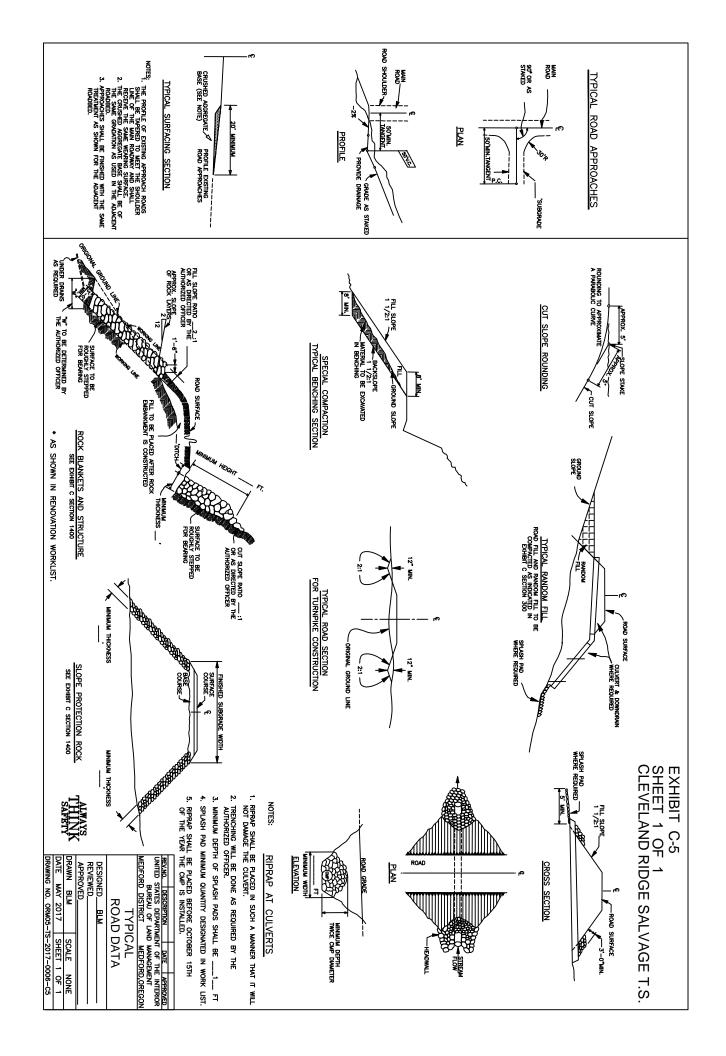


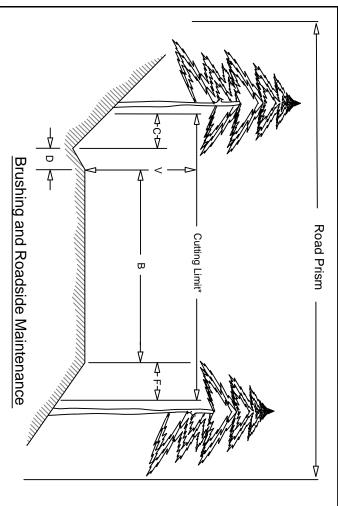
	* FOR INFORMATIONAL USE ONLY, QUANTITIES SHOWN ARE NOT PAY ITEMS.	(C) 3/4inch E,E-1 (Stockpile Rock) (D)	SIZE GRADE SIZE GRADE 4 inch (A) 1 1/2inch C,C-1 3 inch (B) 1 inch D,F (C)	ITEM 900 ITEM 1200	PAGE 1 TOTALS 0.17										Un-numbered Rd	0.14 0.14	SPECIFICATION NO. 200 300 300 400 400 400 ROAD NUMBER MP/STA MP/STA MILE/STA ACRE C.Y. C.Y. L.F. L.F. L.F.	LEN CLEARING A COMMON 18" 24" 30"			
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SHEET 1 OF 1 CLEVELAND RIDGE SALVAGE TIMBER SALE

EXHIBIT C-





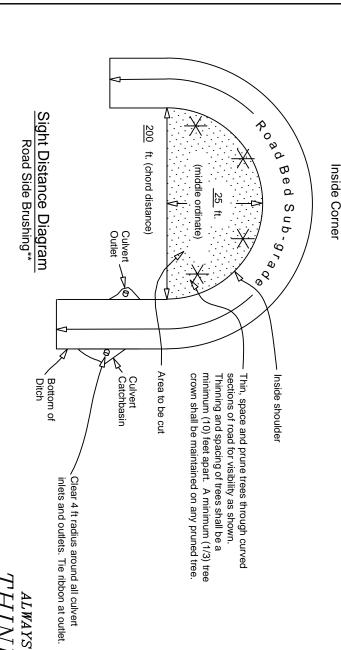
SHEET0

Cutting Limit = C + D + B + F

- B = Road Bed Subgrade (includes turnouts) Cut all vegetation to max. height of 1".
- C = 4 ft Distance to be brushed on cut slope beyond centerline of ditch. Cut all vegetation to max height of 6".
- D = Centerline of ditch to inside shoulder. Cut all vegetation to max. height of 1".

 $F=4\,\text{ft}$ - Distance to be brushed on fill slope beyond outside shoulder Cut all vegetation to max. height of 6".

V = 14 ft - Height of vertical cutting limit



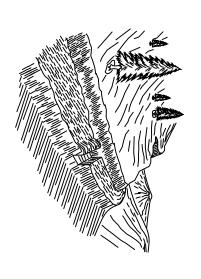
APPROV.	DATE	NO. DESCRIPTION	REV. NO.

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT — MEDFORD, OREGON

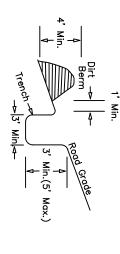
ROADSIDE BRUSHING DETAILS

ORM05-TS-2017-0006-C6	DRAWING NO. ORMO5-
SHEET: 1 OF 1	DATE: MAY 2017
SCALE: NONE	DRAWN: JAB

SAFETY

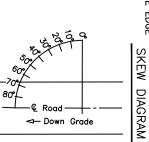


TRENCH BARRICADE



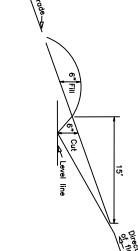
- BARRICADE LENGTH SHALL EXTEND ACROSS THE ENTIRE ROAD SURFACE TO A POINT SUFFICIENT TO PROHIBIT MOTOR VEHICLE TRAFFIC.
- THE EXACT LOCATION SHALL BE AS STAKED IN THE FIELD.

 THE BARRICADE SHALL BE SKEWED AS NEEDED TO DRAIN OR AS DIRECTED BY THE AUTHORIZED OFFICERS REPRESENTATIVE.
- A MINIMUM OF 1' IS OF LEVEL GROUND IS NEEDED BETWEEN TO TOE OF THE DIRT BERM AND THE EDGE OF THE TRENCH.



SALVAGE T.S. CLEVELAND SHEET*EXHIBIT*

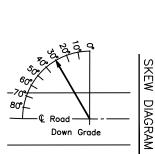
C-7



WATER_BAR

- CROSS-DRAINS SHALL BE CONSTRUCTED AS SHOWN ABOVE. EXACT LOCATION WILL BE FLAGGED BY THE AUTHORIZED OFFICER PRIOR TO CONSTRUCTION.
 ALL CROSS DRAINS SHALL BE SKEWED 30 DEGREES.

- THE CROSS-DRAINS INVERT SHALL BE SMOOTH AND FREE DRAINING.



BUREAU OF MEDFORD DISTRICT	REV. NO.	
LAND	REV. NO. DESCRIPTION	
MANAGEMENT MEDFORD, OREGON	DATE	
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ORM05-TS-2017-0006-C7	SHEET 1 OF 1	SCALE	E & EROSION INSTALLATION
-0006-C7	OF 1	NONE	ATION

Road Renovation Work List

<u>Renovation:</u> This consists of road work to be performed on the road prior to its use. The work includes, but not limited to; blading the road surface, maintaining/re-constructing water bars after use, and re-constructing barricades after use. Remove all down trees from roadways.

<u>Roadside Brushing:</u> This consists of road work to be performed on the road prior to its use. The work includes, but not limited to; brushing 4 horizontal feet from the centerline of the ditch and 4 horizontal feet from the outside shoulder of the road prism, and removing brush, limbs, and trees along the roadway to improve sight distance. Vegetation to be cut and disposed of will generally be 6 inches in diameter at breast height or less. Disposal from roadside brushing shall be lop and scatter.

Jct. – JunctionCY – Cubic YardsAWD – Armored Water DipWD – Water Dip

CMP – Corrugated Metal Pipe ASC – Aggregate Surface Course BST – Bituminous Surface Treatment NAT – Natural Surface Roads

Road 33-1W-18.00 (West Trail Timber Creek) NAT

	NAI
<u>MP</u>	Remarks
0.00	Jct. w/ 33-1W-29.00. Begin road renovation and roadside brushing. Re-construct
	barricade and water bars after use.
0.01	Existing barricade.
0.02	Existing water bar.
0.05	Existing water bar.
0.06	Existing water bar.
0.09	Existing water bar.
0.10	Existing water bar.
0.13	Existing water bar.
0.14	Junction with un-numbered helicopter road right. End road renovation and roadside
	brushing.

<u>Un-numbered helicopter road</u> NAT

MP Remarks

- 0.00 Jct. 33-1W-18.00. Begin road renovation and roadside brushing.
- 0.03 End road renovation and roadside brushing. Renovate and brush helicopter landing.

TABLE OF CONTENTS

SECTION	DESCRIPTION
100	General
500	Renovation and Improvement of Existing Roads
600	Watering
1700	Erosion Control
1800	Soil Stabilization
2100	Roadside Brushing

<u>GENERAL – 100</u>

101 - Prework Conference(s):

A prework conference will be held prior to the start of renovation operations. The Purchaser shall request the conference at least 72 hours prior to the time it is to be held. The conference will be attended by the Purchaser and/or his representative(s), subcontractor(s) and/or his or their representative(s) and the Authorized Officer and/or his representative(s).

The purpose of the prework conference will be to review the required work, exhibits and specifications, and to establish a work schedule and a list of the Purchaser's representatives and subcontractor(s).

102 - Definitions:

<u>AASHTO</u> - American Association of State Highway and Transportation Officials. Current editions of tests and specifications.

Abrasion Resistance - The ability of a fabric surface to resist wear by friction.

ACI - American Concrete Institute

<u>Apparent Opening Size (AOS)</u> - Number of the U.S. Bureau of Standard sieve (or its opening size in millimeters or inches) having openings closest in size to the diameter of uniform particles which will allow 5 percent by weight to pass through the geotextile material when shaken in a prescribed manner. This is also referred to as Equivalent Opening Size (EOS).

ASTM - American Society for Testing and Materials.

<u>Base Course</u> - Surfacing structure consisting of crushed gravel or stone, crushed sandstone, pitrun rock, bank or river-run gravels, etc., to provide support and, in the event no surface course is placed, the running surface for traffic load.

BLM - Bureau of Land Management

Borrow - Excavated material required for embankments and other portions of the work.

<u>Burst Strength</u> - The resistance of a geotextile material to rupture from pressure applied at right angles to the plane of the geotextile material under specified conditions, usually expressed as the amount of pressure causing failure. Rupture or burst results from tensile failure of the geotextile material.

<u>Culvert</u> - A pipe, pipe-arch, arch, or box structure constructed of metal, concrete, plastic or wood which provides an opening under the roadway primarily for the conveyance of liquids, pedestrians or livestock.

<u>Curve Widening</u> - Widening required on inside of curves to accommodate long log and equipment hauling trucks.

<u>Embankment</u> - A structure of soil, aggregate, or rock material placed on a prepared ground surface and constructed to subgrade.

<u>End Haul</u> - Excavated material moved, other than by dozer, to an embankment or waste area to prevent sidecasting material outside of the road prism.

<u>Excess Excavation</u> - Material from the roadway in excess of that needed for construction of the designed roadway (waste).

<u>Grab Tensile Strength</u> - A modified tensile strength of a geotextile material. The strength of a specific width of geotextile material together with the additional strength contributed by adjacent areas. Typically, grab strength is determined on a 12-inchwide strip of geotextile material, with the tensile load applied at the midpoint of the geotextile material width through 1-inch-wide jaw faces.

<u>Grading</u> - Leveling to grade, shaping and smoothing of a road subgrade; the shaping of roadside ditches as to grade and contour. In some instances includes smoothing of the cut bank.

<u>Nonwoven Geotextile Material</u> - A textile structure produced by bonding or interlocking of fibers, or both, accomplished by mechanical or chemical means.

<u>Overhaul</u> - Distance excavated material is transported in excess of the distance included in the cost for excavation.

<u>Penetration Resistance</u> - The geotextile material property determined by the force required to penetrate a geotextile material with a sharp pointed object. Initial penetration is by separating the fibers. Further penetration is essentially a tearing process.

<u>Percent Open Area</u> - The net area of a geotextile material that is not occupied by geotextile material filaments, normally determinable only for woven and nonwoven geotextile material having distinct, visible, and measurable openings that continue directly through the geotextile material.

<u>Permeability</u> - The geotextile material property which permits water to be transmitted

in the longitudinal or transverse planes of the geotextile material.

<u>Pioneer Road</u> - Temporary construction access built along the route of the project.

<u>Piping</u> - The process by which soil particles are washed in or through pore spaces in drains and filters or poorly compacted fill/backfill material.

<u>Plans</u> - The approved drawings, or exact reproductions thereof which show the locations, character, dimensions, and details of the work to be done.

<u>Pore Size</u> - The size of an opening between geotextile material filaments; apparent opening size (AOS) is used to quantify this geotextile material property.

<u>Puncture Resistance</u> - The geotextile material property determined by the force required to penetrate a geotextile material with a blunt object. Failure results in a tearing of the geotextile material.

<u>Purchaser</u> - The individual, partnership, joint venture, or corporation contracting with the Government under the terms of a Timber Sale Contract and acting independently or through their, or its agents, employees, or contractors.

<u>Reasonably Close Conformity</u> - Compliance with reasonable and customary manufacturing and construction tolerances where working tolerances are not specified.

<u>Reinforcement</u> - Strengthening of concrete with iron bars or mesh: geotextile with geotextile material inclusion: subgrade with aggregate: etc.

<u>Roadbed</u> - The graded portion of the road within top and side slopes, prepared as a foundation for the pavement structure and shoulders.

<u>Road Centerline</u> - The longitudinal center of a roadbed.

<u>Road Improvement</u> - Work done to an existing road which improves it over its original design standard.

<u>Road Renovation</u> - Work done to an existing road which restores it to its original design.

<u>Roadway</u> - The portion of a road within limits of construction. Usually from the toe of the fill slope to a point where the cut slope intersects natural ground line. Synonym - road prism.

<u>Scale</u> - In quarrying, consists of the removal of loose or overhanging rock adhering to

the solid face after a shot or a round of shots has been fired.

<u>Scarification</u> - The process of loosening or breaking up of the surface layer of soil or road, usually to a specified depth.

<u>Separation</u> - Function of geotextile material as a partition between adjacent materials to prevent mixing of those materials.

<u>Shoulder</u> - The portion of the roadbed contiguous with the traveled way designed for accommodation of stopped vehicles, safety, and lateral support of base and surface courses.

Spalls - Flakes or chips of stone.

<u>Specifications</u> - A general term applied to all directions, provisions, and requirements pertaining to performance of the work.

<u>Specific Gravity</u> - The ratio of the density of a material to the density of water obtained by weighing known volumes of both items in air. A specific gravity less than one implies that the material will float.

<u>Structures</u> - Bridges, culverts, catch basins, retaining walls, underdrains, flumes, splash pads, downspouts, and other project features which may be involved in the work and not otherwise classified in these specifications.

<u>Subbase</u> - Reinforcement of the subgrade with large particles of pitrun rock or crushed stone. Usually confined to roads having wet subgrades or subgrades with weak support characteristics.

<u>Surface Course</u> - Top layer of a road structure consisting of finely crushed gravels or asphalt designed to provide a smooth running surface for traffic load.

<u>Subgrade</u> - The top surface of a roadbed upon which the traveled way and shoulders are constructed.

<u>Tensile Strength</u> - The strength shown by a geotextile material subjected to tension as distinct from torsion, compression, or shear.

<u>Tensile Stress - Strain Modulus</u> - A measure of the resistance to elongation under stress. The ratio of the change in tensile stress to the corresponding change in strain.

<u>Tensile Test</u> - A test which subjects geotextile material to tensile forces and measures resultant stresses and strains.

Timber - Standing trees, downed trees, or logs which can be measured in board feet.

<u>Traveled Way</u> - The portion of the roadbed used for the movement of vehicles, exclusive of shoulders.

<u>Typical Cross Sections</u> - Cross-sectional plane of a typical roadway; showing natural ground line and designed roadway in relation to cut and fill, through cut, and through fill.

<u>Turnout</u> - Extra widening of the roadbed at appropriate intervals on single-lane roads for passing purposes.

<u>Ultraviolet (UV) Radiation Stability</u> - The ability of geotextile material to resist deterioration from exposure to sunlight.

Unaged Cloth - Cloth in condition received from the manufacturer or distributor.

<u>Woven Geotextile Material</u> - A textile structure comprising two or more sets of filaments of yarns interlaced in such a way that the elements pass each other at essentially right angles with one set of elements parallel to the geotextile material axis.

102a - Tests Used in These Specifications:

AASHTO T 96

AASHTO T 99

AASHTO T 11	Quantity of rock finer than No. 200 sieve.
AASHTO T 27	Sieve analysis of fine and coarse aggregate using sieves with square openings; gradation.
AASHTO T 89	Liquid limit of material passing the No. 40 sieve. Water content at which the soil passes from a plastic to a liquid state.
AASHTO T 90	Plastic limits and plasticity index of soil. a. Plastic limit - lowest water content at which the soil remains plastic. b. Plasticity index - range of water content, within which the material is in a plastic state. Numerical difference between the liquid and plastic limits of the soil.

Los Angeles machine.

Resistance to abrasion of small size coarse aggregate by use of the

Relationship between soil moisture and density of soil.

Method A - 4" mold, soil passing a No. 4 sieve

25 blows/layer & 3 layers.

Method C - 4" mold, soil passing a 3/4 inch sieve

25 blows/layer & 3 layers.

Method D - 6" mold, soil passing a 3/4 inch sieve. 56 blows/layer

& 3 layers.

- Slump of hydraulic cement concrete. AASHTO T 119
- AASHTO T 152 Air content of freshly mixed concrete.
- AASHTO T 166 Specific Gravity of compacted Bituminous Mixtures.
- Shows relative portions of fine dust or claylike materials in soil or AASHTO T 176 graded aggregate.
- (OSHD 106-71) moisture density relationship of soil same as AASHTO T 180 AASHTO T 99 proctor but uses a 10-lb rammer & 18-in drop height.
- Sand Cone. Density of soil in place: For subgrade use 6-inch or 12-AASHTO T 191 inch cone. For rock surfacing for 1-1/2-inch minus to 3-inch minus use 12-inch cone.
- Rubber balloon. Density of soil in place. Use for compacted or AASHTO T 205 firmly bonded soil.
- AASHTO T 209 Maximum Specific Gravity of Bituminous Paving Mixtures.
- AASHTO T 210 Durability of aggregates based on resistance to produce fines.
- Correction for coarse particles in the soil. AASHTO T 224
- Density of Soil and Soil-Aggregate in place by nuclear methods. AASHTO T 238
- AASHTO T 248 Reducing field samples of aggregate to testing size by mechanical splitter, quartering, or miniature stockpile sampling.
- ASTM D 4564 Determination of relative density of cohensionless soils.
- <u>DMSO</u> (dimethyl sulfide) Determines volume of expanding clays in aggregates. Usually associated with marine basalts.

Vibratory roller. The drum diameter shall be not less than 48 inches, the drum width not less than 58 inches, and have a turning radius of 15 feet or less. Vibration frequency shall be regulated in steps to 1400, 1500, and 1600 vibrations per minute (VPM), corresponding to engine speeds of 1575, 1690, and 1800 RPM. The centrifugal force developed shall be 7 tons at 1600 RPM. It shall be activated by a power unit of not less than 25 horsepower. The vibratory roller shall be self-propelled or drawn by a vehicle of sufficient horsepower to enable the unit to travel through a loose layer of material at a speed ranging from 0.9 mile to 1.8 miles per hour, as directed by the Authorized Officer.

The towing vehicle and roller or self-propelled unit meeting the above requirements shall be considered a vibratory roller unit.

- 103g <u>Vibratory compactor</u>. Vibratory compactors shall consist of multiple or gang- type compacting units or pads with a minimum variable width of 2 feet. It shall be self-contained and capable of compacting material as required.
- Drum drive self-propelled vibratory grid roller. The unit shall consist of one cylindrical drum with a drum diameter of not less than 56 inches, nor more than 66 inches and the drum width shall be 84 inches. Vibratory frequency shall be regulated in seeps from 1200 to 1800 vibrations per minute (VPM), and the centrifugal force developed shall be at least 40,000 pounds at 1800 RPM. The vibratory grid roller shall be self-propelled and have a power unit of not less than 112 horsepower. The "grid" design shall be a herringbone or z-bar pattern around the circumference of the drum. The grid bars shall be 1 inch in height and spaced not more than 8-1/2 inches apart.
- 103i Other. Compaction equipment approved by the Authorized Officer.

RENOVATION AND IMPROVEMENT OF EXISTING ROADS - 500

- This work shall consist of reconditioning and preparing the roadbed and shoulders, minor excavation and/or embankment, cleaning and shaping drainage ditches, trimming vegetation from cut and embankment slopes, and cleaning and repairing drainage structures of existing roads in accordance with these specifications, as shown on the plans, and as marked on the ground with stakes.
- The existing road surface shall be bladed and shaped to the lines, grades, dimensions, and typical cross sections shown on the plans and as marked on the ground with stakes at the following locations:

Road No.	From M.P.	To M.P.
33-1W-18.00	0.00	0.14
Un-numbered Road	0.00	0.03

- Vegetation encroaching on the roadbed and the drainage ditches of existing roads at the following locations:

Road No.	From M.P.	To M.P.	Total Miles	Туре
33-1W-18.00	0.00	0.14	0.14	Scatter
Un-numbered Road	0.00	0.03	0.03	Scatter

shall be removed by cutting and disposed of in accordance with Subsection 2100 of these specifications.

- The Purchaser shall give the Authorized Officer 3 days' notice prior to final inspection of the grading operations.

WATERING - 600

- This work shall consist of furnishing and applying water required for the compaction of embankments, roadbeds, backfills, base courses, surface courses, finishing and reconditioning of existing roadbeds, laying dust, or for other uses in accordance with these specifications.
- Water, when needed for compaction or laying dust, shall be applied at the locations, in the amounts, and during the hours as directed by the Authorized Officer. Amounts of water to be provided will be the minimum needed to properly execute the compaction requirements in conformance with these specifications, and for laying dust during work periods.
- Water trucks used in this work shall be equipped with a distributing device of ample capacity and of such design as to ensure uniform application of water on the road bed.
- The Purchaser shall secure the necessary water permits and pay all required water fees for use of the water source(s) selected by the Purchaser and approved by the Authorized Officer.

EROSION CONTROL - 1700

1701 - This work shall consist of measures to control soil erosion or water pollution during the construction operation through the use of berms, dikes, dams, sediment basins, fiber mats, netting, gravel, mulches, grasses, slope drains, and other erosion control devices or methods in accordance with these specifications and conforming to the lines, grades, dimensions and typical cross sections shown on the plans.

- 1704 The erosion control provisions specified under this Subsection shall be coordinated with the Soil Stabilization requirements of Section 1800.
- 1708 Newly graded roads to be carried over the winter period, shall be blocked to vehicular traffic.
- 1708a Road segments not completed during dry weather periods shall be winterized, by providing a well-drained roadway using water bars, maintaining drainage, and performing additional measures necessary to minimize erosion and other damage to the roadway, as directed by the Authorized Officer. Portions of roads not having surface rock in place will be blocked or barricaded to prevent vehicular traffic.

SOIL STABILIZATION – 1800

- 1801 This work shall consist of seeding and mulching on designated cut, fill, borrow, disposal, and special areas in accordance with these specifications. This work is required for road acceptance under Section 18 of this contract.
- 1802 Soil stabilization work consisting of seeding and mulching shall be performed on existing roads and designated locations in accordance with these specifications at the following locations:

Road No.	From M.P.	To M.P.
33-1W-18.00	0.01	0.01
Un-numbered Road	Heli Landing	Heli Landing

- 1802a Soil stabilization work consisting of seeding and mulching shall be performed on landings and disturbed areas in accordance with these specifications and as shown on the plans.
- 1803 Soil stabilization work as specified under Subsections 1802 and 1802a shall be performed during the following seasonal periods:

From: September 15 To: October 31 (of the same year)
--

If soil stabilization of disturbed areas is not completed by the specified fall date, the Purchaser shall treat disturbed areas in accordance with Subsection 1707 and then complete the requirements of Section 1800 the next construction season. The Authorized Officer may modify the above seasonal dates to conform to existing weather conditions and changes in the construction schedule.

1803a - The Purchaser shall begin soil stabilization work within 10 days of the starting

work date when notified by the Authorized Officer.

- Additional soil stabilization work consisting of seeding and mulching, may be required at the option of the Authorized Officer. Providing the additional stabilization is not due to Purchaser negligence as specified in Sec. 12 of the contract, a reduction in the total purchased price shall be made to offset the cost of furnishing and applying such additional stabilization material. Cost shall be based upon the unit price set forth in the current BLM Timber Appraisal Production Cost Schedule.
- 1808 Mulch materials conforming to the requirements of Subsection 1808a shall be furnished by the Purchaser in the amounts specified under Subsection 1811 and applied in accordance with Subsection 1812.
- Straw mulch shall be certified weed free from commercial grain fields and native grass fields. Straw mulch shall be from oats, wheat, rye, or other approved grain crops and shall be free from, mold, or other objectionable material. Straw mulch shall be in an air-dry condition and suitable for placement.
- Mulch material shall be delivered to the work area in a dry state. Material found to be wet will not be accepted. Material to be used in the mulching operation may be stockpiled along the road designated for treatment provided that it is maintained in a dry state and has the approval of the Authorized Officer.
- 1810 Bulk mulching material required under these specifications shall be delivered to the work area bound either by twine, string or hemp rope. Wire binding will not be permitted.
- The Purchaser shall furnish and apply to approximately **0.60** acres designated for treatment as shown on the plans and as specified under Subsections 1802 and 1806a, a mixture of grass seed and mulch material at the following rate of application:
 - a. two Stage:

Grass Seed	20 lbs./acre
Mulch	(3,000) lbs./acre

The above proportion and application rate are subject to adjustment by the Authorized Officer during the application operation.

The Purchaser shall furnish and apply to the area designated for treatment as shown on the plans and as specified under Subsections 1802 and 1806a, a mixture of grass seed and mulch, material at the application rate to be

determined by the Authorized Officer based on visual observation of trial applications.

Mulches shall be spread/placed in treatment areas to a depth of 2 inches to allow seed germination or as directed by the Authorized Officer. Treatment area will be covered evenly and completely. Mulch can be broadcast onto the soil surface by hand or with hand/mechanical operated spreaders.

- 1814 The Purchaser may reduce the application rate on partially covered slopes and refrain from application on areas already well stocked with grass or on rock surfaces as determined by the Authorized Officer.
- 1815 The seed and mulch materials shall be placed by the dry method in accordance with the requirements set forth in Subsection 1815b.
- 1815b Dry Method Blowers, mechanical seeders, seed drills, landscape seeders, cultipaker seeders, fertilizer spreaders, or other approved mechanical seeding equipment may be used when seed and fertilizer are to be applied in dry form.
- 1819 The Purchaser shall notify the Authorized Officer at least 3 days in advance of date he intends to commence the specified soil stabilization work.
- 1821 Mulch that collects at the end of culverts or accumulates to excessive depths on the slopes shall be evenly spread by hand methods, as directed by the Authorized Officer.
- No materials shall be applied when wind velocities would prevent a uniform application of the mix or slurry or when winds would drift the mix or slurry spray outside of the designated treatment area.
- Twine, rope, sacks, and other debris resulting from the soil-stabilization operation shall be picked up and disposed of to the satisfaction of the Authorized Officer.

ROADSIDE BRUSHING - 2100

- This work shall consist of the removal of vegetation from the road prism variable distance, and inside curves in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the Roadside Brushing Detail Sheet (C-6) of this exhibit, at designated locations as shown in the plans.
- 2102 Roadside brushing may be performed mechanically with self-powered, self-propelled equipment or manually with hand tools, including chain saws.

- Vegetation cut manually and/or mechanically less than 6 inches in diameter when measured at D.B.H. shall be cut to a maximum height of 1 inch above the ground surface or above obstructions such as rocks or stumps on cut and fill slopes and all limbs below the 2 inch area will be severed from the trunk.
- Vegetation shall be cut and removed from the road bed between the outside shoulder(s) and the ditch centerline and such vegetation shall be cut to a maximum height of 1 inch above the ground and running surface. Limbs below the 1 inch area will be severed from the trunk. Sharp pointed ends will not be permitted. Cuts shall be parallel to the ground line or running surface.
- Trees in excess of 6 inches in diameter at D.B.H. shall be limbed, so that no limbs extend into the treated area or over the roadbed to a height of 14 feet above the running surface of the roadway on cut and fill slopes, within the road prismvariable distance. Limbs shall be cut to within 1 inch of the trunk to produce a smooth vertical face. Removal of trees larger than 6 inches in diameter for sight distance or safety may be directed by the Authorized Officer.
- 2105 Vegetation that is outside of the road prism-variable distance that protrudes into the road prism and within 14 feet in elevation above the running surface shall be cut, to within 1 inches of the trunk to produce a smooth vertical face.
- 2106 Vegetative growth capable of growing 1 foot in height or higher shall be cut, within the road prism-variable distance or as directed by the Authorized Officer.
- Inside curves shall be brushed out for a sight distance of 200 feet chord distance or a middle ordinate distance of 25 feet, whichever is achieved first. Overhanging limbs and vegetation in excess of 1 foot in height, shall be cut within these areas.
- 2108 Self propelled equipment shall not be permitted on cut and fill slopes or in ditches.
- Debris resulting from this operation shall be scattered (unless otherwise noted in the work list) downslope from the roadway. Debris shall not be allowed to accumulate in concentrations. Debris in excess of 1 foot in length and 2 inches in diameter shall not be allowed to remain on cut slopes, ditches, roadways or water courses, or as directed by the Authorized Officer.
- 2110 Vegetation 6 inches and smaller in diameter shall be chipped where indicated in the work list. Chips shall be scattered downslope from the roadway. Vegetation over 6 inches in diameter shall be disposed of by direction of the Authorized Officer.
- 2114 Sections of roadway to have vegetation removed will be marked at start and stop points with red-topped painted stakes.

Exhibit C-8 Cleveland Ridge Salvage T.S. Page 14 of 14

TIMBER SALE ROAD SPECIFICATIONS

- 2115 Mechanical brush cutters shall not be operated when there are people and occupied vehicles within 400 feet of the immediate operating area.
- 2116 Traffic warning signs shall be required at each end of the work area. Signs shall meet the requirements of the Manual on Uniform Traffic Devices.

SPECIAL PROVISIONS

1. CULVERTS / CMPs:

When removing culverts unless constructing armored water dips, pull slopes back to
the natural slope, or at least 2:1, to minimize sloughing, erosion, and the potential
for the stream to undercut stream banks during periods of high stream flows.
 Remove excess sediment from stream channels during culvert removal,
replacement, and installation activities. Apply seed and mulch to all disturbed or
exposed soils at each stream culvert removal site.

2. DAMAGE:

- The contractor shall protect and is responsible for any damage to existing telephone lines, transmission lines, fiber optic lines, fences, ditches, and other existing improvements as required in Section 14. Damage to utilities and existing improvements shall be promptly paid for or repaired to a condition which is, in the opinion of the Authorized Officer and the governing utility company, at least as good as the condition just prior to such damage.

3. DUST ABATEMENT:

- The application of dust abatement materials such as Lignin, Mag-chloride, or approved petroleum based dust abatement products shall be restricted from application just after severely wet weather, at stream crossings, or other locations that could result in direct delivery to a water body.
- All dust abatement applications shall be approved by the Authorized Officer prior to application.

4. PERMITS:

- All permits required are the responsibility of the Purchaser.

5. WATER SOURCE:

- The Purchaser is responsible for obtaining water and associated rights and permits.

6. EQUIPMENT

Construction equipment shall be washed prior to entering BLM lands. Removal of all dirt, grease, and plant parts that may carry noxious weed seeds or vegetative parts is required. Equipment shall be inspected by CO prior to entering BLM lands. Provide 48 hours' notice of inspection to BLM prior to mobilization.

7. SOIL STABILIZATION:

 All disturbed soil shall be seeded and mulched. Purchaser shall apply native grass seed and Certified Weed Free straw mulch for soil stabilization operations. BLM will furnish native grass seed, if available. BLM will furnish certified weed free straw, if available. The Purchaser shall supply certified weed free straw in not available from the BLM.

8. ROAD RENOVATION:

- Road renovation shall generally take place between May 15th and October 15th of the same year. Waivers may be granted from the Authorized Officer for working outside of this time period. Seasonal restrictions for stream work and wildlife may still apply.

9. STREAMS:

- All in-stream work shall be done from June 15 thru September 15 both days included.
- Construct silt fences 25 and 50 feet below culvert replacement sites (on live streams) to trap sediment and prevent it from entering nearby stream channels.
- Live streams shall be diverted around or through the work area in a manner that will minimize sedimentation downstream. Keep excavation site dewatered so that installation of culverts can be carried out only under dry conditions. Dispose of excess water by using natural drainage ways or devices near the site to the extent of their natural capacity and in a manner that will avoid damage to adjacent property. Utilize dewatering methods such as temporary sediment traps and/or silt fences for areas to be excavated. Provide for downstream water flow without significant transport of excavated material or sediment during construction. At no time shall turbidity limits exceed DEQ's water quality standards.
- Ensure that all large wood is retained in the stream channel during culvert cleaning activities by moving logs which had accumulated on the stream side of a culvert to the downstream side of the culvert.

10. ROADSIDE BRUSHING

- While roadside brushing, there shall be no scarring or any other damage of the tree trunk or bole allowed. Use of Excavators for brush removal will be at the discretion of the Authorized Officer. All culvert inlets and outlets shall be brushed for a radius of 4 feet.

11. WET SEASON HAUL

- The Purchaser shall have the option to rock road numbers 33-1W-18.00 and the unnumbered helicopter spur and landing for wet weather haul. Purchaser option rocking depths will be determined and approved by the Authorized Officer. Any costs for rocking and installation of additional drainage features will be at the Purchaser's expense and shall be completed in accordance with the plans and specifications show in Exhibit C of this contract.

Exhibit D-1 Cleveland Ridge Salvage Timber Sale Page 1 of 7

ROAD MAINTENANCE SPECIFICATIONS

SECTION	DESCRIPTION
3000	General
3100	Operational Maintenance
3200	Seasonal Maintenance
3300	Final Maintenance
3400	Other Maintenance
3500	Decommissioning

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Exhibit D-1 Cleveland Ridge Salvage Timber Sale Page 2 of 7

ROAD MAINTENANCE SPECIFICATIONS

GENERAL - 3000

3001	The Purchaser shall be required to maintain all roads as shown on the Exhibit D-2 map of this contract in accordance with Sections 3000, 3100, 3200, 3300, and 3400 of this exhibit.
3001a	The Purchaser shall be required to provide maintenance on roads in accordance with Subsections 3403 and 3403a.
3002	The Purchaser shall maintain the cross section of existing dirt or graveled roads to the existing geometric standards. Any roads required to be constructed, improved, or renovated under terms of this contract shall be maintained to the geometric standards required in Exhibit C of this contract.
3003	The minimum required maintenance on any roads shall include the provisions specified in Subsections 3101, 3104, and 3105.
3004	The Purchaser shall be responsible for providing timely maintenance and cleanup on any roads with logging units substantially completed prior to moving operations to other roads. The maximum length of non-maintained or non-cleanup of the road prism shall not exceed the sum of one (1) mile at any time. Release of maintenance requirements may be granted, upon written request, when the conditions specified in Sections 3300 and 3400 are met satisfactorily. OPERATIONAL MAINTENANCE - 3100
3101	The Purchaser shall blade and shape the road surface and shoulders with a motor grader. Banks shall not be undercut. Back blading with tractors or similar equipment will be allowed only around landings and other areas when approved by the Authorized Officer.
3103	The purchaser shall maintain established berms and place additional berms using adjacent material where needed to protect fills as directed by the Authorized Officer.
3104	The purchaser shall perform other road cleanup including removal of debris, fallen timber, bank slough, and slides which can practicably be accomplished by a motor grader, rubber tired front end bucket loader, rubber tired backhoe or comparable equipment, and by the use of hand tools.

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Exhibit D-1 Cleveland Ridge Salvage Timber Sale Page 3 of 7

ROAD MAINTENANCE SPECIFICATIONS

Removal of bank slough and slide material includes placement of material at the nearest designated, suitable disposal site where material cannot erode into streams, lakes, or reservoirs or cause undue damage to road fill slopes which have been planted or mulched to control soil erosion as directed by the Authorized Officer.

The Purchaser shall be responsible for removal of all slides or slough, up to fifteen station yards in quantity, at any one site. This work includes unlimited multiple sites on all roads required to be maintained by the purchaser.

Prior to removal of any slough or slide material exceeding fifteen station yards at any one site, the Purchaser and the Authorized Officer or their Authorized Representatives shall agree in writing, in the field, to the quantity of material, method of disposal, and the disposal site. Work may commence immediately after agreement.

Upon completion of agreed upon work, a reduction in timber sale purchase price will be made to offset the cost of the work, based on current BLM Road Cost Guide. Adjustments in purchase price for completed work shall be made as necessary and no less than once per year when actual work is ongoing.

The Purchaser shall be responsible for maintaining normal flow in drainage structures. This includes cleaning out drainage ditches, catch basins, clearing pipe inverts of sediment and other debris lodged in the barrel of the pipe, and maintaining water dips and water-bars using equipment specified in Subsection 3104 and other culvert cleaning and flushing equipment.

The Purchaser shall be responsible for repair and replacement of all materials eroded from road shoulders and fill slopes, up to fifteen station yards in quantity, at any one site. This work includes unlimited multiple sites on all roads required to be maintained by the Purchaser. Prior to repair and replacement of eroded material exceeding fifteen station yards at any one site, the Purchaser and the Authorized Officer or their Authorized Representatives shall agree in writing, in the field, to the quantity of material, borrow source and method of repair. Work may commence immediately after agreement.

Upon completion of agreed upon work, a reduction in timber sale purchase price will be made to offset the cost of the work based upon current BLM Road Cost Guide. Adjustments in purchase price for completed work shall be made as necessary and no less than once per year when actual work is ongoing.

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3105

3106

Exhibit D-1 Cleveland Ridge Salvage Timber Sale Page 4 of 7

ROAD MAINTENANCE SPECIFICATIONS

The Purchaser shall cut or trim trees and brush which obstructs vision or prevents the safe passage of traffic along the traveled way when directed by the Authorized Officer.

The Purchaser shall also cut trees or brush encroaching on the road prism that are a result of his activities or winter damage during the contract period. Disposal of such vegetative material shall be by scattering below the road in accordance with Section 2100 of Exhibit C.

The Purchaser shall avoid fouling gravel or bituminous surfaces through covering with earth and debris from side ditches, slides or other sources. The Purchaser shall also avoid blading surfacing material off the running surface of the roadway. Skidding of logs on the roadway in or outside designated logging units is not authorized without prior written approval by the Authorized Officer. Repair required caused by such skidding activity is not considered maintenance and shall be repaired at the Purchaser's expense.

The Purchaser shall perform logging operations on gravel roadways only where the locations have been marked on the ground and/or approved by the Authorized Officer. The Purchaser shall furnish gravel for necessary repairs at designated locations. Repair of the road(s) is not considered maintenance and shall be repaired at the Purchaser's expense.

SEASONAL MAINTENANCE - 3200

- The Purchaser shall perform preventative maintenance at the end of Purchaser's hauling each season and during non-hauling periods which occur between other operations on the contract area. This includes requirements specified in Section 3100.
- The purchaser shall perform and complete maintenance specified in Sections 3000, 3100, and 3200 on all roads maintained by him, prior to October 31 each year, except as specified in Subsection 3203, after initial commencement of construction or logging operations. Thereafter, all roads shall have continuous preventive maintenance and road cleanup until suspension of seasonal operations. This includes all roads used and not used during the preceding operating seasons.
- The Purchaser shall complete road cleanup and maintenance, as specified in Section 3100, at the completion of logging operations on any roads located in an area separate from the area where logging activities will resume.

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ROAD MAINTENANCE SPECIFICATIONS

The Purchaser shall be responsible for performing post storm inspections and maintenance during the winter season to minimize erosion and potential road or watershed damage.

FINAL MAINTENANCE - 3300

3301 The Purchaser shall complete final maintenance and/or damage repairs on all roads used under terms of their contract within thirty (30) calendar days following the completion of hauling and in accordance with Sec. 16(b) of this contract. This work shall include any maintenance and/or damage repairs specified in Sections 3000, 3100, and 3200 necessary to meet the conditions specified in Subsection 3002 and shall be executed in accordance with Subsection 3302 of this section.

> The Authorized Officer may grant acceptance of Purchaser's maintenance responsibility in part where certain individual roads or road segments are no longer of any use to the Purchaser's remaining removal operations, providing that all contract requirements as specified under Sec. 16(b), Special Provisions Sections 3000, 3100, 3200 and 3300 of the maintenance specifications have been completed and a relinquishment of cutting and removal rights on cutting units tributary to these roads is signed by the Purchaser. Request for partial acceptance must be submitted in writing by the Purchaser.

3302 The Purchaser shall perform final road maintenance only when weather or soil moisture conditions are suitable for normal maintenance equipment operations as determined by the Authorized Officer.

> If final maintenance is delayed after the date required in Subsection 3301 of this contract by adverse soil moisture or unsuitable equipment operating conditions, the Purchaser will be notified by the Authorized Officer when soil moisture and equipment operating conditions are suitable. The Purchaser shall then be required to complete final maintenance within 30 days.

OTHER MAINTENANCE - 3400

The Purchaser shall repair any damage to road surfaces that was specified under Subsection 3108 and 3108a. This repair includes restoring the roadway to the designed standard and replacement of surfacing with approved surface material. This repair is not limited to use of equipment specified in Subsection 3104.

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3204

3401

Exhibit D-1 Cleveland Ridge Salvage Timber Sale Page 6 of 7

ROAD MAINTENANCE SPECIFICATIONS

3402 The Purchaser shall be permitted to remove ice and snow from roads authorized for use under this contract only when prior written approval has been secured from the Authorized Officer. The Purchaser shall submit a written request for permission to remove ice and snow in advance of the date operations are to begin.

> Upon receiving written authorization for ice or snow removal, the Purchaser will perform the work according to the conditions and equipment requirements set forth in the authorization.

The Purchaser shall be required to furnish and apply non-saline water during dry hauling periods, when directed by the Authorized Officer, for the purpose of laying dust and to prevent loss of surface material. The first application of water shall be made at the rate of one- half gallon per yd² of road surface traveled. Subsequent applications shall be made for each 40 MBF of timber or 120 vds³ of rock hauled. Subsequent watering may be done at a rate less than one-half gallon per yd² when a specified lesser rate is approved by the Authorized Officer. The Purchaser shall secure any necessary water permits and pay all required water fees for use of the selected by the Purchaser and approved by the Authorized Officer.

During drought periods when the transportation of water from the source to the roads noted above exceeds 10 miles, a reduction shall be made in the total purchase price to reflect the additional haul or the substitution of other acceptable dust palliatives in lieu of watering based on equipment rental rates from the current BLM Road Cost Guide.

During dry hauling conditions when watering is not required, the Purchaser shall reduce hauling speeds or restrict the number of loads hauled to reduce dust as directed by the Authorized Officer.

> Adjustments to the above schedules may be made by the Authorized Officer at his option as hauling conditions improve. The Purchaser, at his option and expense, may elect to substitute watering or other dust palliatives in lieu of the above hauling requirements provided that written approval is received from the Authorized Officer. Such authorization shall include the approval of product specifications for the application and the product to be used.

Dust palliatives shall be applied with standard commercial distribution equipment operated in a manner that the material is uniformly applied on variable widths of surface at controlled rates.

The Purchaser shall notify the Authorized Officer a minimum of 3 days in advance of application

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3403

3403a

3408

3409

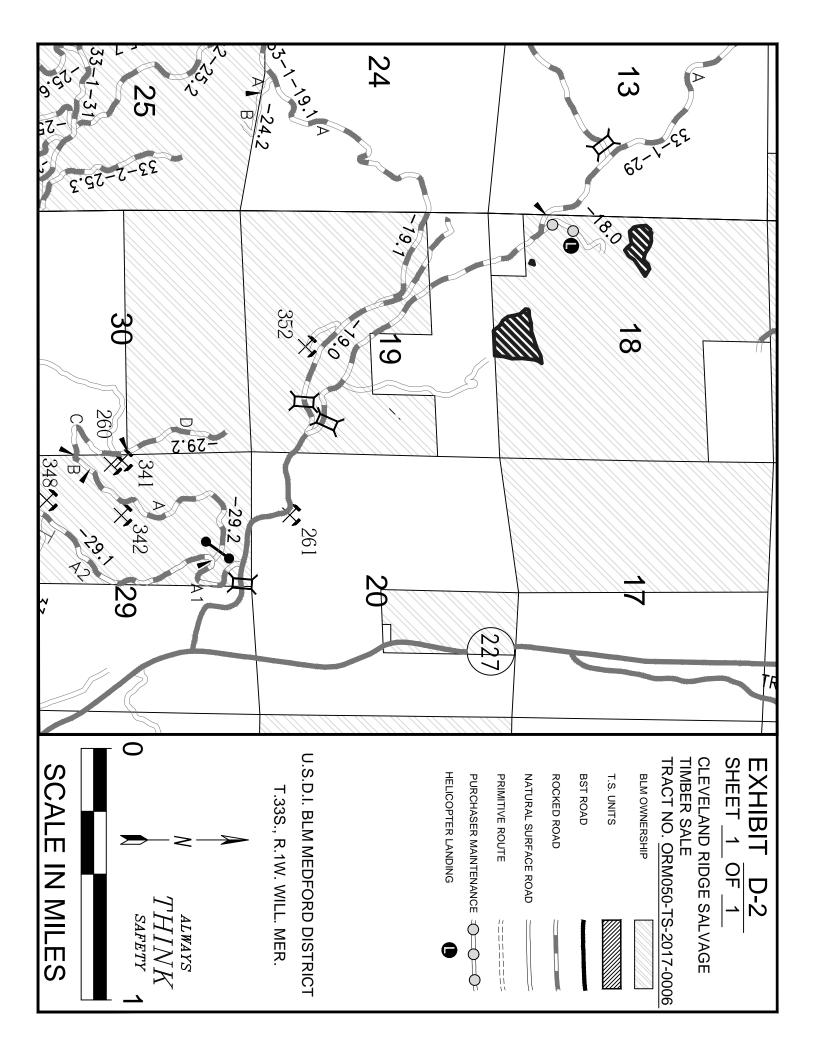
Exhibit D-1 Cleveland Ridge Salvage Timber Sale Page 7 of 7

ROAD MAINTENANCE SPECIFICATIONS

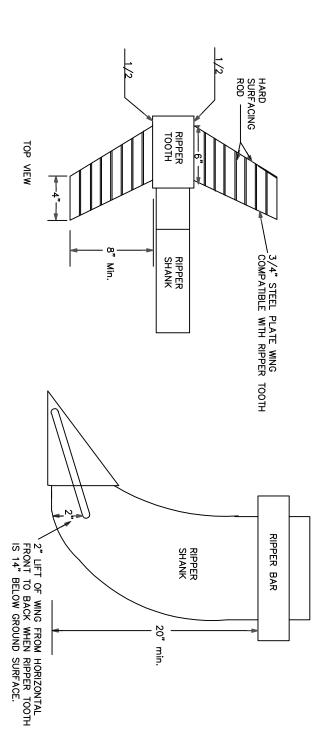
of required dust palliative.

The Purchaser shall submit an application schedule for all dust palliative work to the Authorized Officer for approval. All work shall be in accordance with the approved plan.

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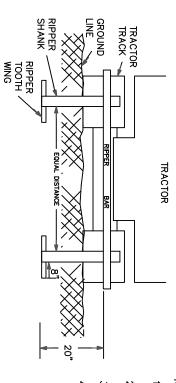






SIDE VIEW

TYPICAL RIPPER POSITION



NOTES: TYPICAL RIPPER TOOTH CONSTRUCTION

- USE HARD SURFACING ROD FOR ALL EDGE AND SURFACE REINFORCEMENT.
- WELD THAT ATTATCHES WINGS TO RIPPER TEETH MUST BE COMPATIBLE WITH METAL IN TEETH AND WINGS.
- RIPPER SHANKS AND RIPPER TEETH MAY BE NEW
- OR USED.

 OR USED.

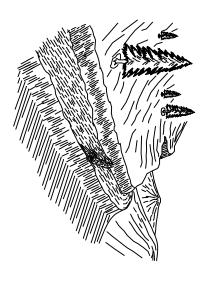
 WINGS SHALL PROVIDE TWO (2) INCHES OF LIFT FROM THE HORIZONTAL WHEN TEETH ARE EXTENDED FOURTEEN (14) INCHES BELOW THE GROUND SURFACE.

DISTRICT	MEDFORD	E AREA	RESOURCE	ASHLAND
INTERIOR	OF THE INTE	DEPARTMENT OF THE I	D STATES I	UNITE

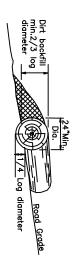
WING RIPPER DETAIL

DESIGNED		
REVIEWED		
APPROVED		
CHEF, BRANCH OF ENGINEERING OR DISTRICT ENGINEERIN	DISTRICT ENGINEER	
DRAWN: JWR	SCALE: NONE	NONE
DATE: October 2009	SHEET	1 OF 1
DRAWING NO.		

SHEETEXHIBITOF¥



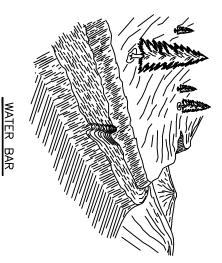




- 2:1 LOG BARRICADE SHALL BE CONSTRUCTED AS SHOWN ABOVE. EXACT LOCATION WILL BE FLAGGED BY THE AUTHORIZED OFFICER PRIOR TO CONSTRUCTION.

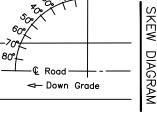
 ALL BARRICADES SHALL BE SKEWED 30 DEGREES THE LENGTH SHALL BE SUFFICIENT TO EXTEND FROM THE CUT BANK TO THE FILL SLOPE.

 THE MINIMUM SMALL END DIAMETER OF THE LOG
- BARRICADE SHALL BE 24".



Level line

- WATER BARS SHALL BE CONSTRUCTED AS SHOWN ABOVE.
 EXACT LOCATION WILL BE FLAGGED BY THE AUTHORIZED OFFICER PRIOR TO CONSTRUCTION.
 ALL WATER BARS SHALL BE SKEWED 30 DEGREES
 UPON COMPLETION OF SKIDDING LOGS, FOR THE LOGGING SEASON, EACH SKID ROAD WILL HAVE CROSS DRAINAGE CONSTRUCTED AS SHOWN ABOVE.
 PRIOR TO BLOCKING, EACH ROAD WILL HAVE CROSS DRAINAGE CONSTRUCTED AS SHOWN ABOVE.



WATER BAR SPACING *

41-60	21-40	15-20	10-14	7–9	4-6	%	ROAD LC GRADE CL	
50	90	150	200	300**	400	FEET	LOAM OR CLAY LOAM	
25	50	90	150	200**	300	FEET	DECOMPOSED GRANITE	

* DISTANCES ARE MAXIMUM.

** ON GRADES IN EXCESS OF 10%
CONSTRUCT WATER BARS.

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON

CONTROL INSTALLATION DRAINAGE & EROSION

DEAMING NO DEL11	DATE October 2009 SHEET	DRAWN DCM SCALE	APPROVED	REVIEWED	DESIGNED BLM
OR-11-9113.4-8		SCALE NONE			LM



United States Department of the Interior Bureau of Land Management

Timber Appraisal

Sale Name: Cleveland Ridge Salvage

BLM District: Medford DO

Contract #: ORM05-TS-2017.0006

Sale Type: Advertised

Sale Date:

Thursday, August 24, 2017

Unit of Measure: 16' MBF

Contract Term: 12 months

Contract Mechanism: 5450-4

Sale of Timber - Scale Sale

Content

Timber Appraisal Summary Stumpage Summary Unit Summary Stump to Truck Transportation Engineering Allowances

Other Allowances

Prepared By: Darner, Richard J **Approved By:** Rentz, George C

Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Jackson	33S	1W	18	SW1/4 NW1/4, NW1/4 SW1/4, GOVT LOT 1, SE1/4 SW1/4, SW1/4 SE1/4 SEC 18	Willamette

Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	134.0	158.0	162.0	1,345	66	268
Sugar Pine	66.0	79.0	80.0	410	36	71
Ponderosa Pine	52.0	58.0	59.0	335	30	63
Incense-cedar	1.0	1.0	1.0	2	0	3
Totals	253.0	296.0	302.0	2,092	132	405

Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre	
0.0	24.1	0.0	24.1	10.5	

Cleveland Ridge Salvage	Cle	evel	and	Ridge	Salvage
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Timber Appraisal Summary

ORM05-TS-2017.0006

	Logging Cost	s	Tract Features	
Stump to Truck		\$99,872.25	Quadratic Mean DBH	
Transportation		\$9,608.15	Average GM Log	
Road Construction	on	\$4,349.33	Average Volume per Acre	1
Maintenance/Ro	ckwear	\$4,149.79	Recovery	
Road Use		\$0.00	Net MBF volume:	
Other Allowance	S	\$1,120.00	Green	
Total:		\$119,099.52	Salvage	2
Total Logging Co	st per MBF:	\$470.75	Export	
1014 10888 00	51 per	¥ • •	Ground Base Logging:	
	Utilization Cen	tore	Percent of Sale Volume	
•	otilization Cen	ters	Average Yarding Slope	
Location	Distance	% of Net Volume	Average Yarding Distance	
White City, OR	22.0 miles	100 %	Cable Logging:	
			Percent of Sale Volume	
	Profit & Risl	<	Average Yarding Slope	
		40.04	Average Yarding Distance	
Basic Profit & Ris	k	10 %	Aerial Logging:	
Additional Risk		0 %	Percent of Sale Volume	
Total Profit & Ri	sk	10 %	Average Yarding Slope	
			Average Yarding Distance	

Cruise

Cruise Completed May 2017
Cruised By Cory Parks, Jeff Darner,
Cruise Method

1.0 %

Sugar Pine

Stumpage Computation

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF		Appraised Value
Douglas Fir	268	134.0	\$571.09	\$57.11	\$470.75	\$0.00	\$57.20	*	\$7,664.80
Sugar Pine	71	66.0	\$234.83	\$23.48	\$470.75	\$0.00	\$23.50	*	\$1,551.00
Ponderosa Pine	63	52.0	\$217.23	\$21.72	\$470.75	\$0.00	\$21.80	*	\$1,133.60
Incense- cedar	3	1.0	\$444.50	\$44.45	\$470.75	\$0.00	\$44.50	*	\$44.50
Totals	405	253.0							\$10,393.90

^{*} Minimum Stumpage values were used to compute the Appraised Price/MBF (10% of Pond Value)

Percent of Volume By Log Grade

Species	No. 1 & 2 Peeler	No. 3 Peeler	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Douglas Fir				76.0 %	21.0 %	3.0 %	
Species	No. 1 Sawmill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	No. 5 Sawmill	No. 6 Sawmill	Camp Run

Species	No. 1 Sawmill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	No. 5 Sawmill	No. 6 Sawmill	Camp Run
Ponderosa Pine				81.0 %	18.0 %	1.0 %	

86.0 %

13.0 %

Species	No. 1 Sawmill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	No. 5 Sawmill	No. 6 Sawmill	Camp Run
Incense-cedar				21.0 %	56.0 %	23.0 %	

Cleveland Ridge Salvage

Unit Summary

ORM05-TS-2017.0006

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Species	Net	Gross Merch	Gross	# of Trees				
Douglas Fir	93.0	109.0	111.0	162				
Sugar Pine	56.0	67.0	68.0	50				
Ponderosa Pine	18.0	22.0	22.0	16				
Totals:	167.0	198.0	201.0	228				

Net Volume/Acre: 9.8 MBF

Total Acres:	17.0
Right of Way	0.0
Partial Cut	17.0
Regeneration Harvest	0.0

Unit: 18-2

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	7.0	8.0	8.0	12
Sugar Pine	1.0	1.0	1.0	1
Totals:	8.0	9.0	9.0	13

Net Volume/Acre: 80.0 MBF

Regeneration Harvest	0.0
Partial Cut	0.1
Right of Way	0.0
Total Acres:	0.1

Unit: 18-3

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	34.0	41.0	43.0	94
Ponderosa Pine	34.0	36.0	37.0	47
Sugar Pine	9.0	11.0	11.0	20
Incense-cedar	1.0	1.0	1.0	3
Totals:	78.0	89.0	92.0	164

Net Volume/Acre: 11.1 MBF

Total Acres:	7.0
Right of Way	0.0
Partial Cut	7.0
Regeneration Harvest	0.0

Total Stump To Truck	Net Volume	\$/MBF
\$99,872.25	253.0	\$394.75

Stump to Truck: Falling, Bucking, Yarding, & Loading

Yarding System	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Helicopter	GM MBF	295.0	\$338.55	\$99,872.25	includes log landing construction
Subtotal				\$99,872.25	

Additional Costs

Item	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Subtotal				\$0.00	

Additional Moves

Equipment	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Subtotal				\$0.00	

Total	Net Volume	\$/MBF
\$9,608.15	253.0	\$37.98

Utilization Center	One Way Mileage	Description	Unit of Measure	# of Units	\$/Unit of Measure	Total Cost	% of Sale Volume
White City, OR	22.0	all saw timber	GM MBF	295.0	\$32.57	\$9,608.15	100 %

Engineering Allowances

Total	Net Volume	\$/MBF
\$8,499.12	253.0	\$33.59

Cost Item	Total Cost
Road Construction:	\$4,349.33
Road Maintenance/Rockwear:	\$4,149.79
Road Use Fees:	\$0.00

Comments:

Maintenance includes decommission..

Cleveland Ridge Salvage

Other Allowances

Total	Net Volume	\$/MBF
\$1,120.00	253.0	\$4.43

Environmental Protection

Cost item	Total Cost
Tractor-wash	\$250.00
Loader-wash	\$370.00
Subtotal	\$620.00

Slash Disposal & Site Prep

Cost item	Total Cost
landing pile construction/cover	\$500.00
Subtotal	\$500.00

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Version: 5.2.0.79

Summary of All Roads and Projects

Updated: 4/13/2016

T.S. Contract Name: Cleveland Ridge Salv Tract No: Sale Date: Prepared by: Brown Ph: x2322 Print Date: 6/7/2017 7:33:34 AM Construction: 0.00 sta	4/13/2016
Improve: 0.00 sta Renov: 8.97 sta Decom: 0.00 sta Temp: 0.00 sta	
200 Clearing and Grubbing: 0.0 acres	\$0.00
300 Excavation:	\$0.00
400 Drainage:	\$0.00
500 Renovation:	\$1,330.41
700-1200 Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.6 acres	\$691.92
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$2,327.00 Surf. \$0.00	\$2,327.00
Quarry Development:	\$0.00

Total: 326 mbf @ \$13.342/mbf = \$4,349.33

Notes

Quantities shown are estimates only and not pay items. Surfacing Quantities are loose cubic yards.

ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: Cleveland Ridge Salv Sale Date: Road Number: 33-1W-18.00 Road Name: W Brand Timber Creek	
Road Renovation: 0.14 mi 15 ft Subgrade 0 ft ditch 4/13/2016	
200 Clearing and Grubbing: acres	\$0.00
300 Excavation:	\$0.00
400 Drainage: Culvert: 0 lf DownSpout: 0 lf PolyPipe: 0 lf	\$0.00
500 Renovation: Blading 0.14 mi	\$562.54
700-1200 Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.1 acres	\$115.32
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$779.98 Surf. \$0.00	\$779.98
Quarry Development:	\$0.00
Total:	\$1,457.85

Notes:

Quantities shown are estimates only and not pay items. Surfacing Quantities shown are loose cubic yards.

ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: Cleveland Ridge Salv Sale Date: Road Number: Un-numbered rd Road Name: Un-numbered road	
Road Renovation: 0.03 mi 16 ft Subgrade 0 ft ditch 4/13/	/2016
200 Clearing and Grubbing: acres	\$0.00
300 Excavation:	\$0.00
400 Drainage: Culvert: 0 lf DownSpout: 0 lf PolyPipe: 0 lf	\$0.00
500 Renovation:	\$767.87
700-1200 Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.5 acres	\$576.60
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$1,547.02 Surf. \$0.00	\$1,547.02
Quarry Development:	\$0.00
Tota	al: \$2,891.49
Notes:	

Quantities shown are estimates only and not pay items. Surfacing Quantities shown are loose cubic yards.

Sale: Cleveland Ridge Salv

Sale Date:

UNITED STATES Prep. By: Brown DEPARTMENT OF THE INTERIOR Tract No: BUREAU OF LAND MANAGEMENTS BUREAU OF LAND MANAGEMENT

ROAD MAINTENANCE AND ROAD USE APPRAISAL WORK SHEET

Summary of Costs

1.1) Road Use - Amortization: \$0.00/326 MBF = \$0.00/MBF	
Road Maintenance Obligation:	
(2.1) BLM Maintenance	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Purchaser Maintenance Allowances:	
(5.2A) Move In	\$465.57
(5.2B) Culverts, Catch Basins, Downspouts	\$0.00
(5.2C) Grading, Ditching	\$75.94
(5.2D) Slide Removal and Slump Repair	\$0.00
(5.2E) Dust Palliative (Water)	\$358.28
(5.2F) Surface Repair (Aggregate)	\$0.00
(5.2G) Other	\$0.00
Total Purchaser Maintenance Allowances (5.2A-5.2G)	\$899.79
(2.1-5.2G) Cost/MBF ($$0.00 + 899.79) /326 MBF =	\$2.76/MBF
(5.2H) Decommissioning	\$3,250.00
(5.2H) Cost/MBF \$3,250.00/326 MBF =	\$9.97/MBF
Total Cost/MBF (Excluding Road Use) \$4,149.79/326 MBF =	\$12.73/MBF

1) Road Use Fees - Amortization

Details

R/W Rd Use Vol Road Use Number Road Number Fee x MBF = Obligation

Subtotal by agreement number

(1.1) Subtotal \$0.00

2) BLM Maintenance - Timber Haul

MAINTENANCE (2.1) ROCKWEAR (2.2)

Road Number A Surf Maint Vol

and Segment N Type Mi x Fee x MBF = Maint Fee x MBF = Rkwear

(2.1) Subtotal \$0.00 (2.2) Subtotal \$0.00

3) Third Party Maintenance and Rockwear

MAINTENANCE (3.1) ROCKWEAR (3.2)

Agrmnt Road

Number Number Mi x Fee x MBF = Maint Fee x MBF = Rkwear

Subtotal of maintenance fees by agreement number: Subtotal of rockwear fees by agreement number:

(3.1) Subtotal

\$0.00

(3.2) Subtotal

\$0.00

4) Other Maintenance Payments - USFS or Others Perform Maintenance

Miles Vol Fee
Agency Road Number (Log) x (mbf) x MBF/MI = Cost

(4.1) Subtotal \$0.00

5) Purchaser Maintenance - Rock Wear

TIMBER HAUL (5.1)

Road No	Α	RkWear	Vol	Total
and Segment	N	Mi x Fee x	MBF =	RkWear
33-1W-18.00	A	0.14 0.00	1	\$0.00
Un-numbered	rdA	0.03 0.00	1	\$0.00

(5.1) Subtotal \$0.00

Purchaser Operational Maintenance

Move In

	No	о Мо	ve Cost	z/ Dist	Sub-
Equipment	Units x	in x	50 Mi x	Factor =	total
Motor Grader	: 1	1	\$483.00	0.63	\$304.29
Back Hoe:	1	1	\$149.00	0.63	\$93.87
Loader:			\$483.00	0.63	\$0.00
Water Truck:	1	1	\$107.00	0.63	\$67.41
Dump Truck:			\$113.00	0.63	\$0.00
Excavator:			\$483.00	0.63	\$0.00
Roller:			\$483.00	0.63	\$0.00

(5.2A) Total \$465.57

Culvert Maintenance - Including Catch basins and Downpipes

Miles	X	Cost/Mi	=	Subtotal
·		\$334.17		\$0.00

(5.2B) Total \$0.00

Grading (Includes Ditches and Shoulders)

Miles	x	Cost/Mi	x Freq	= Subtotal		
Blade	w/	Ditch:	0.00	\$720.50	0	\$0.00
Blade	w/o	Ditch:	0.17	\$446.73	1	\$75.94

(5.2C) Total \$75.94

Slide and Slough removal, Slump Repair (15 sta-yds. ea.)

Type	No Slides	Hours		Ε¢	quip		
Equipment	/Slumps	х	Each	X	Cost	=	Subtotal
Grade	: 0			0	\$147	. 33	\$0.00
Loader:	0		0	\$1	L07.45		\$0.00
Backhoe:	0		0	ξ	76.21		\$0.00

(5.2D) Total \$0.00

Dust Palliative (Water)

Spreading Hours

	No		Freq		Truck							
	Miles	/	MPH		=	Hours	х	Days	х	/Day	=	Hours
	0.17		1			0.2		10		2		4
Load & Haul =						0.0		0		0		0
Total Hours =						4						

Truck Cost: $$89.57/Hr. \times 4.0 \text{ Hours} = 358.28

(5.2E) Total \$358.28

Surface Repair (Aggregate)

Production Cost:	0.0 CY x \$	0.00/CY	=	\$0.00
Haul to Stockpile:	0.0 CY x ((\$2.21/CY x 0.00 Mi) -	+ \$0.74) =	\$0.00
Stockpile:	0.0 CY x \$1	.01/CY	=	\$0.00
Load from Stockpile:	0.0 CY x \$1	.11/CY	=	\$0.00
Haul from Stockpile:	0.0 CY x ((\$2.21/CY x 0.00 Mi) -	+ \$0.74) =	\$0.00
Process with Grader:	0.0 CY x \$0	.90/CY	=	\$0.00
Compaction:	0.0 CY x \$1	.34/CY	=	\$0.00

(5.2F) Total \$0.00

Other

Fallen Timber Cutting:	0.0 Hours x \$0.00/Hour	=\$0.00
Brush Cutting/Tree Trimming:	0.0 Hours x \$0.00/Hour	=\$0.00
Oil/Asphalt Materials:	Lump Sum	=\$0.00
Signing for Dust Palliatives:	Lump Sum	=\$0.00
	Lump Sum	=\$0.00

(5.2G) Total \$0.00

Decommissioning

Un-numbered rd Ripping: 0.5 AC @ \$2500.00/AC	=\$1,250.00
Un-numbered rd Seed and Mulch: 0.5 AC @ \$1000.00/AC	=\$500.00
Un-numbered rd Water Bar: 2 EA @ \$50.00/EA	=\$100.00
33-1W-18.00 Construct Earthen Barricade: 2 EA @ \$500.00	/EA =\$1,000.00
33-1W-18.00 Water Bar: 6 EA @ \$50.00/EA	=\$300.00
33-1W-18.00 Seed and Mulch: 0.1 AC @ \$1000.00/AC	=\$100.00

(5.2H) Total \$3,250.00

Form 5440-9 (December 2004)

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

	Х	TIMBER*		
DEPOSIT AND BID FOR		VEGETATIVE RESOURCE		
		(Other Than Timber)		

Name of Bidder
Tract Number
ORM05-TS-2017.0006
Sale Name
Cleveland Ridge Salvage
Sale Notice (dated)
8/24/2017
BLM District
Medford

SCALE SALE

	Sealed Bid for Sealed Bid Sale	х	Written Bid for Oral Auction Sale	
In response to the above dated Sale Notice, the required deposit and bid are hereby submitted for the purchase of designated timber/vegetative resource on the tract specified above.				
-	red bid deposited is $$1,100.00$ and is enclosed in the former's check \Box certified check \Box bid bond of c		☐ cash ☐ money order ☐ bank draft ☐ rate surety on approved list of the United States Treasury	
☐ guaranteed remittance approved by the authorized officer.				
IT IS AGREED That the bid deposit shall be retained by the United States as liquidated damages if the bid is accepted and the undersigned fails to execute and return the contract, together with any required performance bond and any required payment within 30 days after the contract is received by the successful bidder. It is understood that no bid for less than the appraised price on a unit basis per species will be considered. If the bid is rejected the deposit will be returned.				

BID SCHEDULE – LUMP SUM SALE NOTE: Bidders should carefully check computations in completing the Bid Schedule

BID SUBMITTED					ORAL BID MADE	
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
Douglas-fir	MBF	702	X \$58.00	= \$7,798.80	X	=
Sugar Pine	MBF	320	X \$23.50	= \$1,551.00	Х	=
Ponderosa Pine	MBF	65	X \$21.80	= \$1,133.60	х	=
Incense cedar	MBF	7	X \$44.50	= \$44.50	х	=
Total		253				
	TOTAL PURCHASE PRICE					

(Continued on reverse)

for taking is more or less than the total estimated volume or quantity shown above. Undersigned certifies bid was arrived at by bidder or offeror independently, and was tendered without collusion with any other bidder or offeror. In submitting or confirming this bid, undersigned agrees to the foregoing provisions, applicable regulations, and certifies that he is authorized to act as, or on behalf of, the bidder.

Bid submitted on (date)				
(Check appropriate box, sign in ink, and complete the following)				
Signature, if firm is individually owned	Name of firm (type or print)			
Signatures, if firm is a partnership or L.L.C.	Business address, include zip code (type or print)			
Corporation organized under the state laws of	(To be completed following oral bidding)			
Signature of Authorized Corporate Signing Officer	I HEREBY confirm the above oral bid By (signature)			
	7 (48)			
Title	Date			
Submit bid, in <i>duplicate</i> , to qualify for either an oral auction or sealed bid sale together with the required bid deposit made payable to the Department of the Interior – BLM.	Sealed Bid – Send to District Manager, who issued the sale notice, in a sealed envelope marked on the outside: (1) "Bid for Timber" (2) Vegetative Resource Other Than Timber			
Oral Auction – Submit to Sales Supervisor prior to closing of qualifying period for tract.	(3) Time bids are to be opened (4) Legal description			

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this application.

AUTHORITY: 38 FR 6280 and 43 CFR 5442.1

PURPOSE: To qualify an oral auction bidder, and then if successful, to bind bidder to certain contract conditions.

ROUTINE USE: To determine that an individual is qualified to participate in oral auction bidding, and, as surety that bidder will fulfill contract requirements.

EFFECT OF NOT PROVIDING INFORMATION: Filing this deposit and bid information is necessary only when an individual wishes to participate in a sealed or auction bid sale for timber or vegetative resources.

INSTRUCTIONS TO BIDDERS

- 1. AUTHORITY Timber located on the revested Oregon and California Railroad Grant Lands and on the reconveyed Coos Bay Wagon Road Grant Lands is administered and sold pursuant to authority of the Act of August 28, 1937 (50 Stat. 874; 43 U.S.C. 1181a); timber located on other lands and other vegetative resources on all public lands of the United States under jurisdiction of the Bureau of Land Management are administered and sold pursuant to authority of the Act of July 31, 1947 (61 Stat. 681), as amended, by the Act of July 23, 1955 (69 Stat. 367; 30 U.S.C. 601 et. seq.). Regulations of the Secretary of the Interior governing sale of timber are codified in 43 CFR Group 5400.
- 2. QUALIFICATIONS OF BIDDERS A bidder for sale of timber/vegetative resources must be either (a) a citizen of the United States, (b) a partnership composed wholly of such citizens, (c) an unincorporated association composed wholly of such citizens, or (d) a corporation authorized to transact business in the State in which the timber/vegetative resource is located.
- 3. INSPECTION OF TIMBER/VEGETATIVE RESOURCES Bidder is invited, urged, and cautioned to inspect the timber/vegetative resource prior to submitting a bid. By executing the timber/vegetative resource sale contract, bidder warrants that the contract is accepted on the basis of his examination and inspection of the timber/vegetative resource and his opinion of its value.
- 4. DISCLAIMER OF WARRANTY Government expressly disclaims any warranty of the fitness of the designated timber/vegetative resource for any purpose of the bidder; all timber/vegetative resources are to be sold "As Is" without any warranty of merchantability by Government. Any warranty as to the quantity or quality of timber/vegetative resource to be sold is expressly disclaimed by Government.
- 5. *BIDS* Sealed or written bids for not less than the advertised appraised price, per timber/vegetative resource must be submitted in duplicate to the District Manager who issued *Timber/Vegetative Resource Sale Notice*.
- (a) Sealed Bid Sales Bids will be received until time for opening which is set out in the Notice. Enclose both copies of bid with required bid deposit in a sealed envelope marked on the outside Bid for Timber/Vegetative Resource, time bid is to be opened, tract number, and legal description of land on which timber/vegetative resource is located. In event of a tie, the high bidder shall be determined by lot from among those who submitted the tie bids.
- (b) Auction Sales Submission of the required bid deposit and a written bid is required to qualify for oral bidding. Oral bidding shall begin from the highest written bid. No oral bid will be considered which is not higher than the preceding bid. In the event there is a tie in high written bids, and no oral bidding occurs, the bidder who was the first to submit his bid deposit and written bid shall be declared the high bidder. If the officer conducting the sale cannot determine who made the first submission of high tie written bids, the high bidder shall be determined by lot. High bidder must confirm his bid, in writing, immediately upon being declared high bidder.
- (c) Except as otherwise provided in 43 CFR 5442.2, bids will not be considered in resale of timber/vegetative resource remaining from an uncompleted contract from any person or affiliate of such person who failed to complete the original contract because of (1) cancellation for the purchaser's breach or (2) through failure to complete payment by expiration date.
- (d) When it is in the interest of the Government to do so, it may reject any and all bids and may waive minor deficiencies in bids or in sale advertisement.
- 6. *BID FORMS* All sealed, written bids, and confirmation of oral bids shall be submitted on forms provided by Government.
- (a) Lump Sum Sales Bids shall specify (1) Bureau of Land Management estimated volume, (2) price per unit, and (3) total purchase price. Estimated volume and price per unit are to be used for administrative and appraisal purposes only. Upon award of contract, high bidder shall be liable for total purchase price, including any adjustment which may be made as a result of reappraisal if an extension of time is granted, even though quantity of timber/vegetative resource actually cut, removed, or designated for taking is more or less than the estimated volume or quantity listed.
- (b) Timber Scale Sales Bids must state price per thousand board feet that will be paid for each species. High bidder will be determined by multiplying bid price per thousand board feet per species by Bureau of Land Management estimate of volume of each species. Purchaser shall be liable for purchase price of all merchantable timber sold under contract even though all such timber is not actually cut

- and removed prior to expiration of time for cutting and removal as specified in contract.*
- 7. BID DEPOSIT All bidders must make a deposit of not less than the amount specified in the Timber/Vegetative Resource Notice. Deposit may be in the form of cash, money orders, bank drafts, cashiers or certified checks made payable to the Department of the Interior BLM, bid bonds of a corporate surety shown on the approved list of the United States Treasury Department*, or any approved guaranteed remittance approved by the Authorized Officer. Upon conclusion of bidding, the bid deposit of all bidders, except high bidder, will be returned. The cash deposit of the successful bidder may be applied toward the required sale deposit and/or the purchase price. Cash not applied to the sale deposit or the purchase price, or a corporate surety bid bond, will be returned at the time the contract is signed by the Government.
- 8. AWARD OF CONTRACT Government may require high bidder to furnish such information as is necessary to determine the ability of bidder to perform the obligation of contract. Contract will be awarded to high bidder, unless he is not qualified or responsible or unless all bids are rejected. If high bidder is not qualified or responsible or fails to sign and return the contract together with required performance bond and any required payment, contract may be offered and awarded to the highest bidders qualified, responsible, and willing to accept the contract.
- 9. TIMBER/VEGETATIVE RESOURCE SALE CONTRACT To be executed by purchaser, has been prepared by Government, and may be examined in the District Manager's office.

10. PERFORMANCE BOND -

- (a) A performance bond in an amount of not less than 20 percent of total purchase price is required, but the amount of the bond shall not be in excess of \$500,000, except when the purchaser opts to increase the minimum bond to permit cutting prior to payment as provided in 43 CFR 5451.2, or in the event the purchaser is a holder of an unresolved default the bond may be increased as provided in 43 CFR 5450.1(b). Performance bond may be (1) bond of a corporate surety shown on approval list issued by the United States Treasury Department and executed on an approved standard form, (2) personal surety bond executed on an approved standard form if Government determines principals and bondsman are capable of carrying out the terms of the contract, (3) cash bonds, (4) negotiable securities of the United States, or (5) any guaranteed remittance approved by the Authorized Officer.
- (b) If purchaser elects to cut timber without skidding or yarding it to a loading point or removing it prior to the payment of the second or subsequent installments, Government shall require an increase in amount of performance bond initially required by an amount equal to the value of timber to be cut. Such increase must be on a bond rider form supplied by Government and be approved, in writing, by Government prior to cutting timber covered by the bond increase. This increased amount of bond shall be used to assure payment for timber cut in advance of payment.*
- 11. PAYMENT BOND If purchaser elects to (a) cut and remove timber, or (b) remove timber already cut which has been secured by an increased performance bond as provided in paragraph 10(b) above, before payment of the second or subsequent installments, Government shall require a payment bond on a form supplied by Government. Purchaser shall obtain written approval from Government of payment bond prior to cutting and/or removal of timber covered by the bond. Payment bond shall be used to assure payment for timber cut and/or removed in advance of payment.*
- 12. PAYMENT OF PURCHASE PRICE For sales of \$500 or more, Government may allow payment by installments. Except as discussed in paragraphs 10 and 11 above, no part of any timber/vegetative resource sold may be severed, cut, or removed unless advance payment has been made as provided in contract.
- 13. LIQUIDATED DAMAGES Within thirty (30) days from receipt of *Timber/Vegetative Resource Sale Contract*, the successful bidder shall sign contract and return it to Government, together with required bond and any required payment. If successful bidder fails to comply within the stipulated time, his bid deposit shall be retained by Government as liquidated damages.
- 14. *NINETY-DAY SALES* If no bid is received within time specified in the advertisement of sale and if Government determines that there has been no significant rise in the market value of timber/vegetative resource, it may, in its discretion, keep the sale open, not to exceed ninety (90) days.

^{*}Applies to Timber Only

- 15. UNAUTHORIZED USE OF GOVERNMENT PROPERTY A sale may be refused to high bidder who has been notified that he has failed to make satisfactory arrangements for payment of damages resulting from unauthorized use of, or injury to, property of the United States.
- 16. EQUAL OPPORTUNITY CLAUSE This contract is subject to the provisions of Executive Order No. 11246 of September 24, 1965, as amended, which sets forth the nondiscrimination clauses. Copies of this order may be obtained from the District Manager. 43 CFR 60-1.7(b) requires that the Equal Opportunity Compliance Report Certification will be completed by prospective contractors. Certification may be obtained from District Manager.
- 17. LOG EXPORT All timber offered for sale except as noted in the *Timber Sale Notice* is restricted from export from the United States in the form of unprocessed timber and cannot be used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except the purpose of utility grade or below, such as sawlogs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end product use; or (4) western
- red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 common or better. Timber manufactured into the following will be considered processed: (1) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end product uses; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacture of eight and three quarters (8-3/4) inches in thickness or less; or (6) shakes and shingles. In event purchaser wishes to sell any or all of timber restricted from export in the form of unprocessed timber, the buyer, exchanges, or recipient shall be required to comply with contractual provisions relating to "unprocessed timber". Special reporting, branding and painting of logs may be included in contract provisions.*
- 18. DETAILED INFORMATION Detailed information concerning contract provisions, bid, performance bond forms, tract location maps, and access conditions may be obtained from the District Manager. All persons interested in bidding on the products listed are encouraged to familiarize themselves with all such detailed information.